

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*Stadiums Queensland Employees Award – State 2016*

*Matter No. B/2024/44*

**REPRINT OF AWARD UNDER SECTION 980**

**Certification of Reprint**

Following the general ruling made by the Commission in the 2024 Casual Loading application, the *Stadiums Queensland Employees Award – State 2016* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the *Stadiums Queensland Employees Award – State 2016* as at 23 September 2024.

**Name of modern award:** *Stadiums Queensland Employees Award – State 2016*

**Operative date of the modern award reprint:** 23 September 2024

**Operative date of modern award:** As per clause 2 of the modern award

By the Registrar

M. SHELLEY

7 November 2024

# STADIUMS QUEENSLAND EMPLOYEES AWARD – STATE 2016

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Stadiums Queensland Employees Award – State 2016*.

### **2. Operation**

This Award, made on 11 May 2016, operates from 1 March 2017.

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

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 2016*

**adjunct care** means child care provided to a child:

- (a) in conjunction with a meeting, function or other activity involving a relative or guardian of the child other than the paid employment of the relative or guardian; and
- (b) on the premises in which the meeting, function or other activity is taking place; and
- (c) for not more than 3 hours on each occasion the care is provided

**adult** means any person of the age of 21 years or over

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

**broken work** means where the ordinary hours of duty of an employee are subject to a break in continuity other than for the purposes of rest pauses and meal breaks to a maximum of one hour

**chief executive** means a person appointed to that role and delegated the appropriate authority

**classification level** comprises a minimum salary rate plus a range of increments in a particular stream through which an employee may be eligible to progress

**Commission** means the Queensland Industrial Relations Commission

**day** means the period from midnight to midnight on any one day

**employee** means a person described in clause 4.1(a) of this Award

**employer** means Stadiums Queensland ABN 53 690 873 374

**generic level statement** means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

**increment** means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

**leading hand** means an employee who is appointed as such by the employer to be in charge of the work of other employees

**maintenance** means the repair and renovation of buildings and structures necessitating the use of building tradespersons', or labourers' skills and/or tools. This definition excludes:

- (a) work necessitating extensive structural changes, external or internal, which requires significant changes to floor plans
- (b) work which requires the use of major fixed scaffold and the erection of such scaffolding

**paypoint** means the specific rate of remuneration payable to employees within a classification level

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

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**rostered day off** means a day, other than a scheduled day off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clauses 15.1, 15.2 or 15.3

**scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clauses 15.1, 15.2 or 15.3. Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**spread of ordinary hours** has the meaning ascribed to it in clause 15.4

**stream** means one of the eight occupational groups, as recorded in clause 12.1, under which employees have been identified for the purpose of recording benefits and entitlements provided by this Award

**TOIL** means time off in lieu of payment for overtime

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

## 4. Coverage

**4.1** This Award applies to:

- (a) employees of Stadiums Queensland ABN 53 690 873 374 for whom classifications and rates of salary are prescribed in clause 12; and
- (b) Stadiums Queensland, a legal entity established under the *Major Sports Facilities Act 2001*, in its capacity as the employer of employees covered by this Award; and
- (c) the following industrial organisations of employees:
  - (i) The Australian Workers' Union of Employees, Queensland;
  - (ii) The Electrical Trades Union of Employees, Queensland;
  - (iii) Together Queensland, Industrial Union of Employees; and
  - (iv) United Workers Union, Industrial Union of Employees, Queensland,to the exclusion of any other award.

#### 4.2 Partial exemption

- (a) As an alternative to being subject to all Award clauses an employee in the Clerical stream remunerated in excess of the highest award level prescribed in this Award for that stream may mutually agree in writing with the employer not to be bound by the conditions of this Award, except for:
- clause 7 - dispute resolution
  - clause 9 - termination of employment
  - clause 11 - consultation
  - clause 14 - superannuation
  - clause 19 - annual leave
  - clause 20 - personal leave
  - clause 21 - parental leave
  - clause 22 - long service leave
  - clause 28 - union encouragement.
- (b) A copy of the signed terms of the agreement will be supplied to the employee.
- (c) There will be taken to be mutual agreement for the purposes of clause 4.2(a) if the employer employed a clerical or administrative employee and remunerated that employee at a level in excess of the highest award rate prescribed in this Award prior to the date of its commencement.
- (d) The overall terms and conditions of employment agreed under clause 4.2 must be not less favourable than the provisions of this Award as a whole and the employee shall not be disadvantaged by the agreement taking into consideration the Award rate the employee would otherwise have been paid had the employee not entered into such agreement.
- (e) For any agreement entered into under clause 4.2, and in accordance with section 339 of the Act, there will be no requirement for the employer to keep particulars of the employee's starting and finishing times each day.
- (f) If an employee considers that they have been disadvantaged by the agreement this issue must be addressed between the employer and employee in the manner prescribed in clause 7.1. No claim for unpaid wages resulting from clause 4.2 may be made under the Act until the prevention and settlement of disputes procedure under this Award has been concluded.
- (g) If an employee is required to work on a public holiday, the employee is entitled to either time off in lieu of the time worked on the public holiday, to be taken at a mutually agreed time, or, at the employer's discretion, extra time (equal to the time actually worked on the public holiday) is to be added to the employee's annual leave entitlement.

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

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

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

### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

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

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

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

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

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

#### **7.2 Employee grievance procedures – other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.



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

- (c) The chief executive shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The chief executive shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

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

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

- (a) An employee may be employed on a full-time, part-time or casual basis.
- (b) Each employee shall be advised of the basis of their employment in writing upon engagement.
- (c) Any employee engaged under the Event Customer Service stream is a casual employee.

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

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

**8.2 Part-time employment**

- (a) Subject to clauses 8.2(f) and (g), a part-time employee is an employee who:
- (i) is engaged to work a regular pattern of ordinary hours each week which are less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) At the time of engagement, the employer and the employee must agree in writing on the number of ordinary hours worked each week and the work pattern of these hours.
- (c) Any change to the weekly ordinary hours will be by mutual agreement, in writing.
- (d) For each ordinary hour worked a part-time employee will be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.
- (e) The employer may employ regular part-time employees in any classification in this Award, with the exception of employees in the Event Customer Service stream.
- (f) Subject to clause 8.2(g), part-time employees in the following streams may be engaged for the maximum weekly hours shown:

| Stream                   | Maximum Weekly Engagement |
|--------------------------|---------------------------|
| (i) Clerical             | 32 hours                  |
| (ii) Grounds             | 32 hours                  |
| (iii) Health and Fitness | 32 hours                  |

- (g) Notwithstanding the provisions of clause 8.2(f), by mutual agreement with the employer a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.
- (h) Part-time employees engaged in the following streams shall be entitled to the minimum weekly engagement shown:

| Stream                     | Minimum weekly engagement                             |
|----------------------------|---|
| (i) Aquatic                | 16 hours  |
| (ii) Clerical              | 15.2 hours or, by agreement,<br>not less than 4 hours |
| (iii) Grounds              | 12 hours  |
| (iv) Health and Fitness    | 16 hours  |
| (v) Trades and Maintenance | 10 hours  |

- (i) Part-time employees engaged in the following streams shall be entitled to the minimum daily engagement shown:

| Stream                 | Minimum engagement per day |
|------------------------|----------------------------|
| (i) Aquatic            | 3 hours                    |
| (ii) Clerical          | 4 hours                    |
| (iii) Child Care       | 2 hours                    |
| (iv) Grounds           | 4 hours                    |
| (v) Health and Fitness | 3 hours                    |

- (j) (i) Where an employee and the employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time.
- (ii) If an employee transfers from full-time to part-time employment (or vice-versa) all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

### 8.3 Casual employment

- (a) A casual employee is an employee who is engaged and paid as such.
- (b) A casual employee will not work more than 38 ordinary hours per week.
- (c) For each ordinary hour worked a casual employee will be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 25%. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties and public holiday payments, where relevant.
- (d) The minimum period of engagement of a casual employee is 2 hours, unless a different minimum engagement is prescribed in the table below:

| Stream  | Minimum engagement |
|---|--------------------|
| (i) Aquatic   | 3 hours            |
| (ii) Electrical   | 3 hours            |
| (iii) Events Customer Service   | 4 hours            |
| (iv) Health and Fitness, if engaged as a: <ul style="list-style-type: none"> <li>• Aquatic Instructor;</li> <li>• Group Fitness Instructor; or</li> <li>• Personal Trainer</li> </ul> | 1 hour             |

### 8.4 Trainees

- (a) A Trainee may be engaged under the Health and Fitness, Aquatic, Clerical, Grounds and Trades and Maintenance streams of this Award. Such trainees will be engaged in accordance with the *Order for Apprentices' and Trainees' Wages and Conditions - (Excluding Certain Queensland Government Entities)* or the *Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities)*.
- (b) For the purposes of establishing the fitness industry traineeship wage rates, a weekly rate equal to 80% of the rate of the fitness industry worker level for which the traineeship outcome will apply shall be used.
- (c) No trainee over the age of 21 at the time of commencement of the traineeship shall receive less than the Queensland Minimum Wage.

### 8.5 Probationary employment

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
- (i) be agreed in writing; and

- (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's employment will be deemed to be confirmed.

## 8.6 Anti-discrimination

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.6 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## 9. Termination of employment

### 9.1 Notice of termination by the employer

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

### 9.2 Notice of termination by an employee

- (a) (i) Unless otherwise agreed between the employer and an employee, or recorded in the table below, the notice of termination required by an employee, other than a casual employee, will be the same as that required of the employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (ii) Table:

| Stream  | Period of notice  |
|---|-------------------|
| (A) Aquatic <ul style="list-style-type: none"> <li>• Managers and Persons in Charge</li> <li>• all other employees</li> </ul> | 2 weeks<br>1 week |

| Stream  | Period of notice |
|---|------------------|
| (B) Child Care<br>• all employees             | 1 week           |
| (C) Health and Fitness<br>• all employees     | 1 week           |
| (D) Trades and Maintenance<br>• all employees | 1 week           |

- (b) If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice not provided.
- (c) Subject to clauses 9.2(d) and (e), a casual employee may be terminated without notice by the employer.
- (d) Termination of casual employees employed under the Trades and Maintenance stream by either party shall be by giving 2 hours' notice, or payment/forfeiture in lieu thereof.
- (e) Termination of casual employees employed under the Child Care stream by either party shall be by giving one hour's notice, or payment/forfeiture in lieu thereof.

### 9.3 Notice cannot be offset

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

### 9.4 Job search entitlement

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

### 9.5 Statement of employment

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

## 10. Redundancy

### 10.1 Redundancy pay

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

### 10.2 Consultation before termination

- (a) Where the employer decides that the employer no longer wishes the job the employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed

terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.

- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

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

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

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

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

### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the

time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

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

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

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
  - (ii) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

### **10.8 Alternative employment**

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

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

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

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

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

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

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

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

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

### **12.1 Classification structure**

Employees covered by this Award are to be classified into one of eight streams as follows:

#### **(a) Aquatic stream**

The Aquatic stream comprises employees engaged in aquatic occupations at the Brisbane Aquatic Centre within the Sleeman Sports Complex, in all positions including managers and persons in charge.

#### **(b) Child Care stream**

The Child Care stream comprises employees engaged in Child Care occupations prescribed in Schedule 1 of this Award.

#### **(c) Clerical stream**

The Clerical stream comprises employees engaged in a classification and level as defined in Schedule 2.



**(d) Electrical stream**

The Electrical stream comprises employees engaged in Electrical occupations, under the Electrical Tradesperson classification levels defined in Schedule 3.

**(e) Event Customer Service stream**

The Event Customer Service stream comprises employees engaged for a specific event or sporting fixture and for whom rates of wages are prescribed in clause 12.3.5.

**(f) Grounds stream**

The Grounds stream comprises employees engaged as Greenkeepers or other occupations associated with the preparation and/or maintenance of grounds, playing fields and surrounds, as defined in Schedule 4.

**(g) Health and Fitness stream**

The Health and Fitness stream comprises employees engaged as Fitness Industry workers as defined in Schedule 5.

**(h) Trades and Maintenance stream**

The Trades and Maintenance stream comprises employees engaged in maintenance work in a classification as prescribed in Schedule 6.

**12.2 Payment of wages**

Unless otherwise agreed between the employer and an employee, wages and salaries shall be paid fortnightly and may, at the discretion of the chief executive, be paid by electronic funds transfer.

**12.3 Minimum salary levels****12.3.1 Aquatic stream**

- (a) The minimum salaries payable to employees aged 19 years and over engaged within the Aquatic stream are prescribed in the table below:

| <b>Classification Level</b>    | <b>Award Rate<sup>1</sup><br/>Per Fortnight<br/>\$<sup>2</sup></b> | <b>Annual<br/>Salary<sup>3</sup><br/>\$<sup>2</sup></b> |
|--------------------------------|--|---|
| Managers and persons in charge | 1,984  | 51,761  |
| All other employees            | 1,924  | 50,195  |

***Notes:***

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2024 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

- (b) (i) The minimum salaries payable to employees under 19 years of age engaged within the Aquatic stream are prescribed in the table below:

| <b>Juniors</b>               | <b>Percentage of minimum adult rate</b> |
|------------------------------|---|
| 17 years of age and under    | 65%                                     |
| 18 and under 19 years of age | 75%                                     |
| 19 years of age and over     | 100%                                    |

- (ii) The rates of pay applying to junior employees shall be calculated in multiples of \$0.10 with any result of \$0.05 or more being adjusted to the next highest \$0.10 multiple.

### 12.3.2 Child Care stream

- (a) The minimum salaries payable to adult employees engaged within the Child Care stream are prescribed in the table below:

| <b>Classification Level</b>      |             |        | <b>Award Rate<sup>1</sup><br/>Per Fortnight<br/>\$<sup>2</sup></b> | <b>Annual<br/>Salary<sup>3</sup><br/>\$<sup>2</sup></b> |
|----------------------------------|-------------|--------|--|---|
| Children's Services Worker (CSW) | 1 Yr Qual   | Year1  | 2,219  | 57,891  |
| Children's Services Worker (CSW) | 1 Yr Qual   | Year 2 | 2,267  | 59,144  |
| Children's Services Worker (CSW) | 1 Yr Qual   | Year 3 | 2,314  | 60,370  |
| Assistant CSW                    | Unqualified | Year 1 | 1,968  | 51,343  |
| Assistant CSW                    | Unqualified | Year 2 | 2,027  | 52,882  |
| Assistant CSW                    | Unqualified | Year 3 | 2,091  | 54,552  |

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2024 Declaration of General Ruling.  
<sup>2</sup> Rounded to the nearest dollar.  
<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

- (b) (i) The minimum salaries payable to junior employees engaged within the Child Care stream are prescribed in the table below and will apply to the positions of Assistant Children's Services Worker - Unqualified and Children's Services Worker - 1 year qualified.

| <b>Age</b>                   | <b>Percentage of minimum adult rate</b> |
|------------------------------|---|
| 17 years of age and under    | 55%                                     |
| 18 and under 19 years of age | 65%                                     |
| 19 and under 20 years of age | 75%                                     |
| 20 years of age and over     | 85%                                     |

- (ii) The rates of pay applying to junior employees shall be calculated in multiples of \$0.10 with any result of \$0.05 or more being adjusted to the next highest \$0.10 multiple.

### 12.3.3 Clerical stream

- (a) (i) The minimum salaries payable to adult employees engaged within the Clerical stream are prescribed in the table below:

| <b>Classification Level</b> | <b>Notional<br/>Relativity</b> | <b>Increment Level</b>           | <b>Award Rate<sup>1</sup><br/>Per Fortnight<br/>\$<sup>2</sup></b> | <b>Annual<br/>Salary<sup>3</sup><br/>\$<sup>2</sup></b> |
|-----------------------------|--------------------------------|----------------------------------|--|---|
| Level 1                     | 88%                            | 1st year of service <sup>4</sup> | 1,970  | 51,395  |
|                             | 90%                            | 2nd year of service              | 1,991  | 51,943  |
|                             | 92%                            | 3rd year of service              | 2,015  | 52,569  |
|                             | 94%                            | 4th year of service              | 2,039  | 53,195  |
| Level 2                     | 96%                            | 1st year of service              | 2,063  | 53,822  |

| Classification Level | Notional Relativity | Increment Level     | Award Rate <sup>1</sup><br>Per Fortnight<br>\$ <sup>2</sup> | Annual Salary <sup>3</sup><br>\$ <sup>2</sup> |
|----------------------|---------------------|---------------------|---|---|
|                      | 98%                 | 2nd year of service | 2,084   | 54,369  |
|                      | 100%                | 3rd year of service | 2,122   | 55,361  |
| Level 3              | 107%                | 1st year of service | 2,212   | 57,709  |
|                      | 110%                | 2nd year of service | 2,251   | 58,726  |
| Level 4              | 112%                | 1st year of service | 2,270   | 59,222  |
|                      | 115%                | 2nd year of service | 2,311   | 60,292  |
| Level 5              | 122%                | 1st year of service | 2,401   | 62,640  |
|                      | 125%                | 2nd year of service | 2,440   | 63,657  |

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2024 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

<sup>4</sup> **Year of service** shall mean total years of service of a clerical employee within a particular classification level in the industry as a whole, including years of service with the employer.

- (ii) Each level of the Clerical stream contains varying paypoints which provide for automatic yearly service increments within a classification level. Employment at a higher classification level is to occur where an employee is required to perform duties and skills at a higher level in accordance with the classification criteria.
- (iii) An employee may progress to a higher classification level in accordance with clause 12.3.3(a)(ii) without having progressed through all paypoints within a lesser level.
- (b) (i) The minimum salaries payable to junior employees engaged within the Clerical stream are prescribed in the table below:

| Age                          | Percentage of minimum adult rate |
|------------------------------|----------------------------------|
| 17 years of age and under    | 55%                              |
| 18 and under 19 years of age | 65%                              |
| 19 and under 20 years of age | 75%                              |
| 20 and under 21 years of age | 85%                              |

- (ii) Junior rates of pay are expressed as a percentage of the appropriate minimum adult rate in either Level 1 or Level 2, with the first paypoint in Level 1 or Level 2 reflecting the wage rate upon which the junior percentages above are to be calculated.
- (iii) The rates of pay applying to junior employees shall be calculated in multiples of \$0.10 with any result of \$0.05 or more being adjusted to the next highest \$0.10 multiple.
- (iv) Whether the first paypoint in Level 1 or Level 2 is used depends on whether the junior is performing work which falls within Level 1 (in which case the first adult paypoint of Level 1 is used) or any level above Level 1 (in which case the first adult paypoint in Level 2 is used).
- (v) Once a junior employee reaches 21 years of age the employee must be assigned to the appropriate Level (1 to 5) and commence at the first paypoint of that Level.

**12.3.4 Electrical stream**

- (a) (i) The minimum salaries payable to employees aged 20 years and over engaged within the Electrical stream are prescribed in the table below:

| Classification level            | Notional Relativity to tradesperson's rate % | Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup> | Annual Salary <sup>3</sup> \$ <sup>2</sup> |
|---------------------------------|--|---|--|
| Level C14                       | 79   | 1,862   | 48,578                                     |
| Level C13                       | 82   | 1,906   | 49,726                                     |
| Level C12                       | 87.4   | 1,965   | 51,265                                     |
| Level C11                       | 92.4   | 2,020   | 52,700                                     |
| Level C10 (Tradesperson's rate) | 100  | 2,122   | 55,361                                     |
| Level C9                        | 105  | 2,187   | 57,057                                     |
| Level C8                        | 110  | 2,251   | 58,726                                     |
| Level C7                        | 115  | 2,311   | 60,292                                     |
| Level C6                        | 125  | 2,440   | 63,657                                     |

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2024 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

- (b) (i) The minimum salaries payable to junior employees engaged within the Electrical stream are prescribed in the table below:

| Age                          | Percentage of minimum adult rate               |
|------------------------------|--|
| 17 years of age and under    | 65%  |
| 18 and under 19 years of age | 75%  |
| 19 and under 20 years of age | 85%  |
| 20 years of age and over     | not less than the rate prescribed at Level C14 |

- (ii) The rates of pay applying to junior employees shall be calculated in multiples of \$0.10 with any result of \$0.05 or more being adjusted to the next highest \$0.10 multiple.

### 12.3.5 Event Customer Service stream

The minimum wage rates payable to employees engaged within the Event Customer Service stream are prescribed in the table below:

| Classification Level   | Award Rate <sup>1</sup> Per Hour \$ |
|--|-------------------------------------|
| Supervisor   | 26.80                               |
| Gate attendant, ticket taker, ticket seller, turnstile attendant | 26.69                               |
| Cloakroom attendant, dressing room attendant, usher, spruiker    | 26.34                               |

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2024 Declaration of General Ruling.

### 12.3.6 Grounds stream

- (a) The minimum salaries payable to employees aged 18 years and over engaged within the Grounds stream are prescribed in the table below:

| Classification Level                             | Notional Relativity to tradesperson's rate % | Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup> | Annual Salary <sup>3</sup> \$ <sup>2</sup> |
|--|--|---|--|
| Greenkeeping employee - Level 1 (First 3 Months) | 78   | 1,862   | 48,578                                     |

| Classification Level                                  | Notional Relativity to tradesperson's rate % | Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup> | Annual Salary <sup>3</sup> \$ <sup>2</sup> |
|---|--|---|--|
| Greenkeeping employee - Level 1 (Thereafter)          | 82   | 1,906   | 49,726                                     |
| Greenkeeping employee - Level 2                       | 86.5   | 1,958   | 51,082                                     |
| Greenkeeping employee - Level 3                       | 92   | 2,015   | 52,569                                     |
| Greenkeeping employee - Level 4 (Tradesperson's rate) | 100  | 2,122   | 55,361                                     |
| Greenkeeping employee - Level 5                       | 105  | 2,187   | 57,057                                     |
| Greenkeeping employee - Level 6                       | 110  | 2,251   | 58,726                                     |

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2024 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

- (b) (i) The minimum salaries payable to junior employees aged 17 years and under engaged within the Grounds stream are prescribed in the table below:

| Age                       | Percentage of minimum adult rate |
|---------------------------|----------------------------------|
| 17 years of age and under | 75%                              |
| 18 years of age and over  | 100%                             |

- (ii) The rates of pay applying to junior employees shall be calculated in multiples of \$0.10 with any result of \$0.05 or more being adjusted to the next highest \$0.10 multiple.

**12.3.7 Health and Fitness stream**

- (a) (i) Subject to clause 12.3.7(a)(ii) the minimum salaries payable to employees aged 20 years and over engaged within the Health and Fitness stream are prescribed in the table below:

| Classification Level                        | Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup> | Annual Salary <sup>3</sup> \$ <sup>2</sup> |
|---|---|--|
| Level 1 - Fitness instructor                | 1,862   | 48,578                                     |
| Level 2 - Fitness instructor                | 1,901   | 49,595                                     |
| Level 3 - Fitness instructor                | 1,972   | 51,448                                     |
| Level 4 - Fitness trainer                   | 2,048   | 53,430                                     |
| Level 5 - Fitness trainer/fitness therapist | 2,114   | 55,152                                     |
| Level 6 - Fitness therapist                 | 2,187   | 57,057                                     |
| Support Staff Grade 1                       | 1,862   | 48,578                                     |
| Support Staff Grade 2                       | 1,901   | 49,595                                     |

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2024 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

- (ii) An employee under 20 years of age who holds formal qualifications in one of the classifications listed in clause 12.3.7(a)(i) will be paid the aged 20 years and over rate of salary prescribed in that clause.
- (iii) An employee classified as a fitness industry worker Level 2 or above, required to perform the functions of Group/Aqua Instructor shall receive an additional payment equal to 60% of their ordinary hourly rate.

- (iv) This additional payment shall be used to calculate all entitlements arising from this Award, including casual hourly rates of pay, and be paid for a minimum of one hour on all occasions.
- (b) (i) Subject to clause 12.3.7(a)(ii) the minimum salaries payable to junior employees aged 19 years and under engaged in the Health and Fitness stream are prescribed in the table below:

| Age                          | Percentage of minimum adult rate |
|------------------------------|----------------------------------|
| 17 years of age and under    | 65%                              |
| 18 and under 19 years of age | 75%                              |
| 19 and under 20 years of age | 85%                              |
| 20 years of age and over     | 100%                             |

- (ii) The rates of pay applying to junior employees shall be calculated in multiples of \$0.10 with any result of \$0.05 or more being adjusted to the next highest \$0.10 multiple.

### 12.3.8 Trades and Maintenance stream

The minimum salaries payable to employees engaged within the Trades and Maintenance stream are prescribed in the table below:

| Classification Level              | Notional<br>Relativity to<br>tradesperson's rate<br>% | Award Rate <sup>1</sup><br>Per Fortnight<br>\$ <sup>2</sup> | Annual<br>Salary <sup>3</sup><br>\$ <sup>2</sup> |
|-----------------------------------|---|---|--|
| <b>Building Worker (BW)</b>       |   |   |  |
| BW 1                              | 92.4  | 2,020   | 52,700   |
| BW 2                              | 96  | 2,064   | 53,848   |
| <b>Building Tradesperson (BT)</b> |   |   |  |
| BT 1 (Tradesperson's rate)        | 100   | 2,122   | 55,361   |
| BT 2 (Trade + 12 points)          | 105   | 2,187   | 57,057   |
| BT 3 (Trade + 24 points)          | 110   | 2,251   | 58,726   |

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2024 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

### 12.4 Incidental and peripheral tasks

The employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- (a) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and
- (b) all such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

### 12.5 Higher duties payment

- (a) A clerical employee who is called upon to perform work at a level above their current classified level for a period of more than two days shall be paid at the minimum award rate prescribed for that higher level for the whole period involved on such higher level duties.

- (b) An employee under the Aquatic, Child Care or Trades and Maintenance stream engaged for more than 4 hours on any one day on work which carries a higher rate than their ordinary classification shall be paid the higher rate for the whole day. If employed for 4 hours or less on any one day the employee shall be paid at the higher rate for 4 hours.

### 13. Allowances

#### 13.1 Aquatic stream allowances

- (a) An employee in the Aquatic stream, other than a manager or person in charge, working their ordinary daily working hours in more than one period (i.e. in two "shifts"), excluding meal breaks, shall be paid an additional \$35.05 per week which shall be deemed to be part of the employee's ordinary weekly wage and shall be taken into account for all purposes of this Award.
- (b) An employee in the Aquatic stream, other than a manager or person in charge, appointed to exercise supervision or control over another employee or other employees shall be paid an additional amount as follows:

|   | Per week<br>\$ |
|---|----------------|
| Where the number of employees supervised is less than 3 | 14.75          |
| Where the number of employees supervised is 3 or more   | 24.25          |

- (c) An employee in the Aquatic stream who is required to clean toilets other than merely by hosing them shall be paid an additional \$9.50 per week.

#### 13.2 Child Care stream allowances

- (a) An employee in the Child Care stream, other than a casual employee, required to report to work twice per day will be paid an additional \$17.81 per day.
- (b) Where, by mutual agreement, an employee in the Child Care stream launders items of clothing provided to them by the employer, the employee will be paid an allowance of \$2.60 per week, or \$0.52 per day for part-time or casual employees.
- (c) An employee in the Child Care stream who is required to make business calls on their private telephone or on a public telephone will be reimbursed the cost of such call.

#### 13.3 Divisional and District parities

- (a) In addition to the rates of wages set out in this Award the following weekly amounts shall be paid to the identified employees who are employed in the Divisions and Districts referred to hereunder:

| Division and District               | Per week<br>\$ |
|-------------------------------------|----------------|
| Northern Division, Eastern District | 1.05           |
| Northern Division, Western District | 3.25           |
| Mackay Division                     | 0.90           |
| Southern Division, Western District | 1.05           |

- (b) Divisions:

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

- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
  - (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.
- (c) Districts:
- (i) Northern Division:
    - Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
    - Western District - The remainder of the Northern Division.
  - (ii) Southern Division:
    - Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.
    - Western District - The remainder of the Southern Division.

#### 13.4 Electrical stream allowances

An employee who is employed in the Electrical stream may be entitled to the following allowances:

- (a) An additional \$1.11 per hour for the actual time worked in a compartment, space or place the dimensions of which necessitate such employee working in a stooped or otherwise cramped position, or without proper ventilation.
- (b) An additional \$0.85 per hour for the actual time worked when engaged on dirty work. Such conditions may be found in all work performed between ceilings and roofs in buildings that have been in use.
- (c) An additional \$0.52 per hour for the actual time worked when required to perform work at a height from 15.25 to 22.87 metres from the ground or low water level or nearest horizontal plane.
- (d) An additional \$0.82 per hour for the actual time worked when required to perform work at a height over 22.87 metres from the ground or low water level or nearest horizontal plane.
- (e) (i) An additional amount as set out in the table below if appointed to the position of leading hand:

| Leading hand                               | Per Day<br>\$ |
|--|---------------|
| In charge of less than 10 employees        | 9.46          |
| In charge of 10 but less than 20 employees | 14.16         |
| In charge of 20 or more employees          | 18.63         |



- (ii) The additional payment for leading hands shall be regarded as part of the ordinary weekly wage rate of the employee concerned and shall be taken into consideration for all purposes of this Award.
- (f) Motor vehicles drawing trailers
  - (i) Where an employee is required to drive a motor vehicle to which a trailer is attached they shall be paid an additional \$4.05 per day.
  - (ii) Not more than one trailer shall be attached and drawn at any one time.
  - (iii) The additional payment prescribed shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.
  - (iv) The allowance shall apply only in respect of the drawing of trailers having a loading capacity in excess of 0.5 tonnes.
- (g) A tool allowance of \$24.70 per week if the employee is an electrical tradesperson who is required to supply and use their own tools.

### **13.5 First-aid allowance**

An employee holding a certificate in first-aid issued by the Queensland Ambulance Service or equivalent qualification who is appointed in writing by the chief executive as a first-aid attendant shall be paid an additional \$21.65 per week.

### **13.6 Motor vehicle or bicycle allowance**

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.99 per kilometre; and
  - (ii) motorcycle - \$0.34 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) A Clerical stream employee who is required to use their own bicycle on the employer's business, shall be paid an allowance of \$4.50 per week.

### **13.7 Overtime meal allowances and meal breaks**

- (a) An employee, other than a casual, working day work required to work overtime for:
  - (i) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
  - (ii) more than 4 hours on a scheduled day off or a rostered day off;shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$16.80 in lieu of the provision of such meal.
- (b) An employee working overtime in the circumstance mentioned in clause 13.7(a)(i) shall be entitled to take a 30 minute unpaid meal break at a time agreed between the employer and employee.

- (c) Where the employer requires the employee to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clause 13.7(a), the employee will be entitled to a 30 minute unpaid meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$16.80.

### 13.8 Trades and Maintenance stream allowances

An employee who is employed in the Trades and Maintenance stream may be entitled to the following allowances.

- (a) An additional \$1.11 per hour for the actual time worked when required to use materials containing asbestos or to work in close proximity to employees using such materials and to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus). Such employee shall also be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority.
- (b) An additional \$6.63 per day or part thereof if regularly required to compute or estimate quantities of materials in respect to the work performed by other employees. This allowance shall not apply to an employee classified as a leading hand and receiving an allowance prescribed in clause 13.8(d).
- (c) An additional \$1.11 per hour for the actual time worked in a compartment, space or place the dimensions of which necessitate such employee working in a stooped or otherwise cramped position, or without proper ventilation.
- (d) (i) An additional amount as set out in the table below if appointed to the position of leading hand:

| Leading hand                                | Per day<br>\$ |
|---|---------------|
| In charge of not more than 1 person         | 5.42          |
| In charge of 2 and not more than 5 persons  | 12.01         |
| In charge of 6 and not more than 10 persons | 15.12         |
| In charge of more than 10 persons           | 20.11         |

- (ii) The additional payment for leading hands shall be regarded as part of the ordinary weekly wage rate of the employee concerned and shall be taken into consideration for all purposes of this Award.
- (e) An additional \$30.45 per week tool allowance payable to a carpenter and/or joiner when using their own tools. However, such tool allowance is not payable while the employee is absent on annual leave.
- (f) An additional \$0.92 per hour for the actual time worked when required to work in any place where water is continually dripping so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the feet of the employee becomes wet. Such allowance shall not be payable when protective clothing or boots are supplied.
- (g) Time and one-quarter when engaged in cleaning covered drains, cleaning septic tanks or on live sewer work involving personal contact with live or raw sewerage.

### 13.9 Working in the rain

- (a) Subject to clause 13.9(b), an employee engaged in the Aquatic, Electrical, Event Customer Service, Grounds or Trades and Maintenance stream who is required to work in the rain, and by so doing gets their clothing wet, shall be paid double rates for all work so performed. Such

payment shall continue until such time as the employee finishes work or is able to change into dry clothing.

- (b) Clause 13.9(a) shall not apply to an employee in the Grounds stream if the employer provides the employee with adequate rainproof clothing (viz. oilskins, gum boots and sou-wester).

### 13.10 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.4(g) (tool allowance), 13.6(a) (motor vehicle allowance), 13.7 (overtime meal allowance), 13.8(e) (tool allowance) and Divisional and District parities at clause 13.3, respectively, all other monetary allowances specified in clause 13 (including clauses 13.2(b) (laundry allowance) and 13.6(c) (bicycle allowance)) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.4(g) (tool allowance), 13.6(a) (motor vehicle allowance), 13.7 (overtime meal allowance) and 13.8(e) (tool allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

| <u>Allowance</u>   | <u>Eight Capitals Consumer Price Index</u><br><u>(ABS Cat No. 6401.0 - Table 7)</u>                          |
|--|--|
| Motor vehicle allowance<br><i>(last adjusted 1 September 2024)</i> | Private motoring sub-group   |
| Overtime meal allowance<br><i>(last adjusted 1 September 2024)</i> | Take-away and fast foods sub-group   |
| Tool allowance<br><i>(last adjusted 1 September 2024)</i>          | Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group |

## 14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) Subject to clause 15.1(b), the ordinary hours of duty for all employees covered by this Award, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 8 hours per day, to be worked within the spread of ordinary hours prescribed in clause 15.4.
- (b) Notwithstanding the working hours arrangements recorded in clause 15.1(a):
  - (i) the maximum ordinary hours per day for employees employed in the Child Care and Trades and Maintenance streams is 10 hours; and
  - (ii) in all other streams, the employer and an employee or group of employees may agree that hours of work can exceed 8 hours on any day, to a maximum of 10 hours.
- (c) Unless provided elsewhere in this Award, the ordinary hours of duty of employees are to be worked on a maximum of five days of each week on one of the following bases as agreed between the employer and the employees concerned:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (d) Different methods of working the 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.
- (e) The ordinary hours of work of employees under the Health and Fitness stream may be worked in either one or two shifts per day, within a span of 12 hours from the start of the first shift to the end of the second shift.

## **15.2 Rosters**

- (a) Child Care stream - Where the employer prescribes the ordinary working hours for employees by way of a roster, 12 hours' notice of any change of roster will be provided to an affected employee. However in the case of sickness, unplanned absenteeism or where the employer and the employee/s concerned mutually agree, the roster may be changed with less than 12 hours' notice.
- (b) Health and Fitness stream - All employees, other than casuals, shall work ordinary hours in accordance with a roster. Each employee shall be advised of their rostered hours at least 7 days prior to the roster coming into effect. Such roster may be changed, in the case of an emergency, without notice, or in other cases, by either mutual agreement or by the giving of 7 days' notice.

## **15.3 Shift work arrangements**

Shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster and conditions agreed between the chief executive and a relevant union/s and/or the chief executive and the majority of employees directly affected. Any discussions concerning the introduction of shift work or roster variations shall be conducted in accordance with the provisions of clause 6.2 of this Award.

## **15.4 Spread of ordinary hours of work**

- (a) Subject to clause 15.4(c), the spread of ordinary hours of work for employees covered by this Award is recorded in the Table and *Notes* in clause 15.4(b).
- (b) Table:

| Stream                        | Spread of ordinary hours                    |
|-------------------------------|---|
| (i) Aquatic                   | 0000 to 2400, Monday to Sunday <sup>1</sup> |
| (ii) Child Care               | 0600 to 1900, Monday to Friday              |
| (iii) Clerical                | 0630 to 1830, Monday to Sunday <sup>2</sup> |
| (iv) Electrical               | 0600 to 1800, Monday to Sunday <sup>3</sup> |
| (v) Event Customer Service    | 0800 to 2300, Monday to Sunday              |
| (vi) Grounds                  | 0530 to 1800, Monday to Sunday <sup>4</sup> |
| (vii) Health and Fitness      | 0530 to 0000, Monday to Sunday              |
| (viii) Trades and Maintenance | 0600 to 1800, Monday to Friday              |

**Notes:**

1. Ordinary hours for employees, other than managers and persons in charge, are to be worked within a spread of 12 hours from starting time each day with not more than 2 breaks (other than meal breaks or rest pauses).
  2. Ordinary hours which include a Saturday or a Sunday are to be subject to agreement between the employer and the employee/s concerned.
  3. Ordinary hours which include a Saturday or a Sunday are to be subject to agreement between the employer and the employee/s concerned.
  4. Ordinary hours which include a Sunday are to be subject to agreement between the employer and the employee/s concerned.
- (c) Where there is agreement between the employer and an employee or majority or employees involved, the spread of ordinary hours prescribed in the Table in clause 15.4(b) may be altered as to all or a section of employees concerned.
- (d) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered by the employer.
- (e) Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for starting and finishing work including personal clean up will be in the employee's time.

**15.5 Payment for working ordinary hours**

- (a) All ordinary hours of work performed within the ordinary spread of hours prescribed in the Table and *Notes* in clause 15.4(b), or as varied pursuant to clause 15.4(c), shall be paid for as set out in the Table and *Notes* in clause 15.5(b).
- (b) Table:

| Stream                        | Relevant % of the ordinary base salary |   |                                   |
|-------------------------------|--|---|-----------------------------------|
|                               | Ordinary hours worked Monday to Friday | Ordinary hours worked on a Saturday                 | Ordinary hours worked on a Sunday |
| (i) Aquatic                   | 100% <sup>1</sup>                      | 150% <sup>2</sup>                                   | 150% <sup>2</sup>                 |
| (ii) Child Care               | 100%                                   | N/A   | N/A                               |
| (iii) Clerical                | 100% <sup>3</sup>                      | 150% <sup>3 5</sup>                                 | 200% <sup>4 5</sup>               |
| (iv) Electrical               | 100%                                   | 150% for 1 <sup>st</sup> 3 hours<br>200% thereafter | 200%                              |
| (v) Event Customer Service    | 100%                                   | 100%  | 200%                              |
| (vi) Grounds                  | 100% <sup>6</sup>                      | 100% <sup>6</sup>                                   | 200%                              |
| (vii) Health and Fitness      | 100% <sup>7</sup>                      | 125% <sup>5 7</sup>                                 | 150% <sup>5 7</sup>               |
| (viii) Trades and Maintenance | 100%                                   | N/A   | N/A                               |

**Notes:**

1. All ordinary hours of duty worked by an employee in the Aquatic stream, other than a manager or person in charge, before 0600 or after 1930, Monday to Friday, shall be paid for at 150% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.
2. The Saturday and Sunday loadings prescribed in clause 15.5(b)(i) do not apply to casual employees employed under the Aquatic stream who are to be paid their ordinary hourly rate plus the casual loading of 25%.
3. All ordinary hours of duty worked by an employee in the Clerical stream before 0630 or after 1830, Monday to Friday or at any time on a Saturday, shall be paid for at 150% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.
4. All ordinary hours of duty worked by an employee in the Clerical stream on a Sunday shall be paid for at the rate of 200% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.
5. The casual loading of 25% shall not be applied to hourly rates when calculating entitlements for work performed by employees in the Clerical stream and the Health and Fitness stream, respectively, on Saturdays, Sundays and public holidays. Such employees are to be paid at the rate set out in the table.
6. All ordinary hours of duty worked by an employee in the Grounds stream after 1800, Monday to Saturday, shall be paid for at 150% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.
7. All ordinary hours of duty worked by an employee in the Health and fitness stream before 0530 on any day shall be paid for at 150% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.

## **16. Meal breaks**

- (a) An employee who works in excess of 6 hours shall be entitled to an unpaid meal break of 30 minutes. Such meal break shall commence not earlier than 4 hours and not later than 6 hours after commencement of ordinary work.
- (b) An employee engaged under the Child Care stream may, by mutual agreement with the employer, be allowed a paid meal break where the employee is required to supervise children during their break.
- (c) Where an employee, other than one employed under the Event Customer Service stream, is required to work through their meal break they shall be paid at the rate of double time for the time worked during the meal break.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) Notwithstanding the provisions of clause 17(a), where the employer and employee agree the rest pause may be combined so that the employee has one rest pause of 20 minutes in duration.
- (c) Employees engaged in the Health and Fitness stream, and who are required immediately after leading a Group or Aqua exercise class to attend to other duties which require a change of clothes, shall be permitted a paid "shower break" of not more than 15 minutes.
- (d) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## 18. Overtime

### 18.1 Overtime - general

- (a) An employee shall work reasonable overtime as deemed necessary by the employer but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (b) Overtime is to be calculated to the nearest quarter of an hour.
- (c) When an employee in the Clerical stream ceases overtime work and their usual means of transport is not available, the employer shall pay any reasonable additional amount incurred by the employee in reaching home.

### 18.2 Payment for overtime

- (a) (i) **Monday to Friday** - Except as provided in the table below and in clause 15.6, all authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on any day, Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.

- (ii) Table:

| Stream                     | Rate of payment  |
|----------------------------|--|
| (A) Trades and Maintenance | Time and one-half for the first 2 hours and double time thereafter |

- (b) (i) **Saturday (or first or third scheduled day off) or rostered day off:** Except as provided in the table below and in clause 15.6, all authorised overtime worked by an employee on a Saturday (or first or third scheduled day off) or rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.

- (ii) Table:

| Stream                     | Rate of payment  |
|----------------------------|--|
| (A) Electrical             | Time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 3 hours' work |
| (B) Trades and Maintenance | Time and one-half for the first 2 hours and double time thereafter with a minimum payment as for 3 hours' work |

- (c) (i) **Sunday (or second or fourth scheduled day off):** Except as provided in the table below, all authorised overtime worked by an employee on a Sunday (or second or fourth scheduled day off) shall be paid at the rate of double time with a minimum payment as for 2 hours' work.

- (ii) Table:

| Stream         | Rate of payment   |
|----------------|---|
| (A) Electrical | Double time with a minimum payment as for 3 hours' work |

- (d) The minimum payments prescribed in clauses 18.2(b) and (c) shall not apply where the overtime immediately precedes or follows ordinary working hours.

### 18.2.1 Child care stream

- (a) Meetings - In each calendar month, where an employee is expected by the employer to attend a meeting or meetings outside of the employee's ordinary paid working hours and/or usual commencing or ceasing time, such attendance shall be paid for at a minimum rate of:
  - (i) single time for the first 1 hour and 30 minutes;
  - (ii) time and one-half for all time in excess of 1 hour and 30 minutes and up to and including 3 hours;
  - (iii) double time for all time in excess of 3 hours.
- (b) For the purpose of this entitlement **meeting** includes, but is not limited to, staff meetings, meetings to discuss accreditation requirements, meetings with parents and meetings where training is delivered.

### 18.2.2 Electrical stream

- (a) When an employee living more than 2 kilometres from the place of work, after having worked overtime or a shift which has not been regularly rostered, finishes work at a time when the customary means of transport is not available and is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport to the employee's home.
- (b)
  - (i) An employee who is employed under the Electrical stream recalled to work overtime, except in the case of an emergency where clause 18.2.2(c) will apply, after leaving the employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work at the appropriate rate for each time so recalled.
  - (ii) Except in the case of unforeseen circumstances arising, an employee shall not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period.
  - (iii) Clauses 18.2.2(b)(i) and (ii) shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
  - (iv) Overtime worked in the circumstances specified in clause 18.2.2(b)(i) shall not be regarded as overtime for the purpose of clause 18.4 when the actual time worked is less than 3 hours on such recall or on each of such recalls.
- (c) An employee required to report for emergency work shall be entitled to payment for such work from the time of leaving home until they return home from that work, but they must return home within a reasonable time with a minimum payment as for 2 hours' work at overtime rates.

### 18.2.3 Trades and Maintenance stream

- (a) No employee shall be required to work more than 16 hours' overtime in any one week.
- (b) An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work at the appropriate rate.



- (c) Such overtime shall not be regarded as overtime for the purpose of clause 18.4 when the actual time worked is less than 3 hours on such recall or on each of such recalls.
- (d) Notwithstanding the terms of clause 13.7:
  - (i) An employee required to work overtime on a Saturday or Sunday beyond the fifth hour of such overtime shall be entitled to an unpaid meal break of thirty minutes.
  - (ii) Should the employee be required to continue such overtime beyond 9 hours, the employee shall be entitled to a further paid crib break of 30 minutes.
  - (iii) After each further 4 hours of overtime, the employee shall be entitled to a 45 minute paid crib break provided that the employee is required to continue working thereafter.
- (e) Where an employee works continuously for 20 hours, the employee shall have a break of at least 12 hours before again starting work.
- (f) Where an employee, after having been notified to do so, reports for overtime work on a Saturday, Sunday or public holiday and is unable to work through wet weather, the employee shall receive payment for 3 hours at their ordinary rate of pay.
- (g) When an employee living more than 2 kilometres from the place of work, after having worked overtime, finishes work at a time when the customary means of transport is not available and the employee is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport to the employee's home.
- (h) An employee recalled from home to work overtime after having left the employer's premises will be paid a minimum of 2 hours' work at overtime rates.

### 18.3 Time Off In Lieu of overtime payment (TOIL)

- (a) In lieu of payment for overtime and subject to mutual agreement with the employer, an employee classified in one of the streams listed in the table in clause 18.3(b) may elect to accrue TOIL on a time for time basis.
- (b) The employer shall, if requested by an employee, pay out the accumulated TOIL as provided in the following table:

| Classification | TOIL arrangements   |
|----------------|---|
| (i) Child Care | A maximum of 4 hours per day and 12 hours per week may be taken as TOIL, to be taken within 30 days of accrual. Upon termination of employment, payment of any accrued TOIL will be paid at the appropriate overtime rate.  |
| (ii) Clerical  | Where TOIL has not been taken within four weeks of accrual it shall be paid out at the appropriate overtime rate.   |
| (iii) Grounds  | TOIL may be accumulated to a maximum of 38 hours and any TOIL must be taken within 12 months of being earned. Any accrued TOIL that is outstanding after 12 months or upon termination of employment shall be paid out at the employee's ordinary time rate of pay. |

### 18.4 Fatigue leave/rest period after overtime

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty

has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.

- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) Clause 18.4 does not apply to employees:
  - (i) who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty; or
  - (ii) who work less than 2 hours when recalled to duty, inclusive of travelling time, on one or more recalls, or 3 hours in the case of employees in the Electrical stream and the Trades and Maintenance stream, respectively.

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

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clause 19.1 supplements the QES.

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

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

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

### **20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.

### **21. Parental leave**

- (a) Parental leave is provided for in Division 8 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave;
  - (iii) surrogacy leave; and

- (iv) cultural parent leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of their pregnancy until 6 weeks before the expected date of birth of their child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (e) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (f) If the position mentioned in clause 21(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) The employer must make a position to which the employee is entitled available to the employee.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees covered by this Award who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clause 23.1 supplements the QES provisions.

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

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i) be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.

- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payments provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day shall be at the rate of double time and one-half.
- (f) Where a public holiday falls on an employee's rostered day off, such employee shall receive another day off in lieu thereof or one day shall be added to such employee's annual leave for each public holiday so occurring **or**, by mutual agreement, an extra day's wages may be paid in lieu of each such holiday.

## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

## **PART 7 - Transfers, Travelling and Working Away from Usual Place of Work**

### **25. Travelling expenses**

- (a) An employee who is transferred at the request of the employer or travelling under the employer's instructions shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.
- (b)
  - (i) All reasonable fares incurred by an employee whilst travelling on the employer's business shall be paid by the employer.
  - (ii) The fares allowed shall be:
    - (A) on passenger coaches - normal fare;
    - (B) on trains - first class (with sleeping berths if available); and
    - (C) on passenger aircraft - economy class.
- (c) Employees required to travel in excess of 3.2 kms from the location where they are usually employed, within ordinary working hours, to another location shall either be transported to such location or be allowed reasonable return fares.
- (d) An employee required, in the course of their work, to remain away from home overnight shall be reimbursed by the employer for all reasonable expenses actually incurred in obtaining reasonable board and accommodation.
- (e)
  - (i) Travelling time outside ordinary working hours shall be paid at ordinary rates, except on Sundays and holidays when it shall be time and one-half.
  - (ii) The maximum amount of travelling time to be paid during a 24 hour period shall be 12 hours at the appropriate rate.
  - (iii) An employee shall not be required to drive a vehicle in excess of 4 hours in their own time on any working day.

- (iv) Where an employee is temporarily required to work at a location other than their usual or permanent work place involving travelling time and travel in their own time, they shall be paid at ordinary rates for all excess travelling time in excess of 20 minutes per day and any reasonable excess public transport costs associated with getting to and from the temporary location.

## **PART 8 - Training and Related Matters**

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

- (a) The parties to this Award recognise that in order to increase efficiency and productivity of Stadiums Queensland a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) Clause 26(c) (training/retraining) shall apply to employees employed under the **Clerical stream**:
  - (i) Where an employee undertakes a course of training/retraining at the request of the employer, such training shall not result in the loss of any ordinary time earnings by the employee and shall, wherever possible, be conducted in the employer's time.
  - (ii) Notwithstanding the provisions of clause 18, where an employee undertakes a course of training/retraining at the request of the employer at a time/times either partially or wholly outside ordinary working hours, including Saturdays and Sundays but excluding public holidays, such time shall be paid for at the rate of single time.
  - (iii) However, no employee shall be required to attend such course/s of training/retraining for more than 4 hours outside ordinary working hours on any week day or 8 hours on any Saturday or Sunday and on no more than 5 days in any one year of employment.
  - (iv) All costs associated with any training/retraining described in clause 26(c) shall be borne by the employer.
- (d) Clause 26(d) (course or conference attendance) shall apply only to employees employed under the **Child Care stream**:
  - (i) Where, by prior agreement with the employer, an employee attends a course or conference relevant to their employment outside of ordinary working hours, the employer is to:
    - (A) pay the cost of the course or conference;
    - (B) provide transport to the course or conference or pay the allowance to the employee specified in clause 25 for travel to and from the conference;
    - (C) pay all other expenses associated with attending the course or conference, including accommodation expenses.
  - (ii) Where, by agreement with the employer, an employee employed under the Child Care stream attends a course or conference relevant to their employment during ordinary working hours, the employee shall not suffer any loss of pay.
  - (iii) The employer is not to unreasonably withhold permission for an employee to attend a course/conference either during or outside ordinary working hours.

- (iv) Time spent travelling to and attending courses/conferences outside of ordinary working hours is unpaid time.
- (e) Clause 26(e) (financial assistance to obtain qualifications) shall apply only to employees employed under the **Child Care stream**:
  - (i) Clause 26(e) does not apply to qualifications undertaken as part of a traineeship or apprenticeship under the *Vocational Education and Training (Commonwealth Powers) Act 2012*.
  - (ii) Where there is a mandatory requirement for an employee to possess or enrol in a Certificate III in Children's Services or where the employer requires and/or approves an employee to undertake other studies such as a Diploma or higher qualification in Children's Services or Education, the following provisions will apply:
    - (A) Financial assistance to undertake a Diploma or higher qualification is dependant on the employer requiring or approving the child care worker to undertake the applicable course.
    - (B) Where the employee undertakes a Certificate III, Diploma or higher qualification then the employer shall contribute 50% of the approved course in two equal instalments; 25% on commencement and 25% on completion, subject to satisfactory proof of successful completion of the course being provided to the employer.
    - (C) The employee will refund the employer the initial 25% paid if the course is not completed unless it is not completed for unforeseen circumstances e.g. serious illness, family bereavement or other reasons which are no less compelling. Such reimbursements shall be paid under mutually agreed arrangements between the employee and the employer.
    - (D) Unless an agreement is reached between the employer and the employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the employee within 14 days of proof to the employer of the initial payment being made by the employee and proof of successful completion of the course, respectively.
    - (E) The employer shall reimburse the employee 50% of the cost of the prescribed textbooks and other prescribed course materials. Such reimbursement will be made to the employee within 14 days of the production of the receipts.
    - (F) Where any disputes arise over financial assistance then the grievance procedure at clause 7.2 is to be followed.
- (f) Clause 26(f) (multi skilling) shall apply only to employees employed under the **Trades and Maintenance stream**:
  - (i) Multi-skilling facilitates employees working in non-traditional work areas and requires trades staff to perform duties and use skills that are not a part of their designated core trade. Higher skill levels may be beneficial to business operation and it is acknowledged employees should be remunerated according to the skills they are required to use. The reclassification process provides for wage levels to be determined according to skill levels, with higher wages available to employees who are required to have and use the necessary competencies.
  - (ii) Employees who wish to progress through the classification structure may be required to up-skill and/or cross-skill to meet the requirements of higher classification levels. Skills

may be acquired from a variety of occupational areas. The business needs of the enterprise shall determine the skills required beyond the scope of existing trade qualifications.

- (iii) Upon request by the employee, existing trade skills used by an employee and required by the employer that are not part of the employee's designated trade shall be identified, acknowledged, assessed, and counted towards a reclassification outcome.
  - (iv) Wherever possible, registered competencies existing within the Australian Qualifications Training Framework shall be used as a benchmark for the assessment of vocational skills.
- (g) Clause 26(g) (formal recognition) of skills shall apply only to employees employed under the **Trades and Maintenance stream**:
- (i) Formal recognition of skills shall occur through either a skills assessment conducted in accordance with recognition of prior learning principles or through the acquisition of a statement of attainment issued by a Registered Training Organisation.
  - (ii) Where it is identified that a trade employee is required to use skills that are beyond the scope of their designated core trade, the employer shall ensure that a skills assessment is conducted to accurately determine the employee's competence in those skills so that the extra skills required can be formally recognised for the purpose of reclassification.
  - (iii) The employer shall be responsible for any costs associated with the skills assessment process. Results of skills assessments shall remain the property of the employee. The employee shall provide the results of skills assessments to the employer as required.
- (h) (i) An employee employed under the Trades and Maintenance stream seeking upward reclassification will be required to demonstrate that they meet the full requirements of the specific skill level in accordance with the criteria outlined in Schedule 6 of this Award and are required to carry out the duties at that level.
- (ii) The employer may instruct the employee not to exercise competencies that they possess. In such a case, an employee cannot seek reclassification for possessing such competencies.
  - (iii) Progression of Trades and Maintenance employees through the classification structure will be facilitated through the process of re-classification. Employees will be provided the opportunity to be re-classified as they develop skills and appropriate to the requirements of the employer.

## **PART 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities**

### **27. Equipment, tools and amenities**

(a) Uniforms

The employer shall provide an employee with a uniform/s when the employer requires the employee to wear a uniform. Such uniform/s shall remain the property of the employer and shall be kept in repair and in a clean condition by the employee.

(b) Footwear

Where a special type of footwear is required, any relevant employee shall, after 3 months' service with the employer, be provided with such footwear. Such employee shall be entitled to the issue of no less than two pairs of footwear per year, other than sandshoes, and such footwear shall remain the property of the employer.

- (c) The following provisions apply only to employees employed under the **Grounds stream**:
- (i) An employee who is required to distribute fertiliser or who is engaged upon spraying shall be supplied, upon request, with gloves, overalls, goggles and a double respirator at the employer's expense.
  - (ii) Upon request, all employees shall be supplied with one pair of gum boots free of cost.
  - (iii) An employee required to drive a tractor or operate other machinery producing similar levels of noise shall be supplied with ear muffs or other suitable protective gear mutually agreed upon at the employer's expense.
  - (iv) Sunshades - The employer shall provide a canopy to protect employees from the sun whenever employees are engaged in driving tractors.
  - (v) The employer shall ensure that wherever practicable cool drinking water is readily available to employees.
  - (vi) A first aid cabinet shall be available for employees in case of accident. Such first aid cabinet shall be kept and maintained in accordance with the provisions of the *Work Health and Safety Act 2011* and Regulations relating to such first aid cabinets.
  - (vii) A suitable changing room/s shall be provided by the employer. Such changing room/s shall be kept free of working materials.
- (d) The following provisions apply only to employees employed under the **Electrical stream**:
- (i) An employee required to work in a wet place shall be supplied by the employer with waterproof clothing and gum boots in good order and condition and a suitable and safe place for drying wet clothing.
  - (ii) A place shall be deemed to be "wet" when water other than rain is continually dropping from overhead so that the clothing of any worker employed there will become saturated with water or, where there is water underfoot to a depth exceeding 5 centimetres, the feet of any worker employed there will become wet. No place shall be considered "wet" where workers are not actually working or where the wetness is caused by a jet or spraying of water.
  - (iii) An employee working on 200 volts and over, direct current, and on all alternating current live wires shall, where required, be provided by the employer with the necessary insulating tools, rubber mats, or any other necessary protective appliances.

## **PART 10 - Union Related Matters**

### **28. Union encouragement**

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.



## **29. Union delegates**

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

## **30. Industrial relations education leave**

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the chief executive, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year, may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive, the relevant union and the employee.
- (d) Upon request and subject to approval by the chief executive, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the employer. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the chief executive, employees may be granted special leave without pay to undertake work with their union.

## **31. Right of entry**

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

(b) Entry procedure

- (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
  - (A) has notified the employer or the employer's representative of the officer's presence; and
  - (B) produces their authorisation, if required by the employer or the employer's representative.
- (ii) Clause 31(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
- (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (iv) If the authorised industrial officer does not comply with a condition of clause 31(b)(i) the authorised industrial officer may be treated as a trespasser.

(c) Inspection of records

- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
- (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
  - (A) is ineligible to become a member of the authorised industrial officer's union; or
  - (B) has made a written request to the employer that they do not want their record inspected.
- (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

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

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

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of

entry powers.

- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 31 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## **Schedule 1 - Definitions and Position Descriptors - Child Care Stream**

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

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

An assistant children's services worker is:

- engaged in the provision of child care within a centre; and/or
- engaged in functions in or in connection with the general operation of the centre including, but not limited to, all aspects of food preparation and service, cleaning and maintenance of all areas of the centre (internal and external) to the standards required by the employer.

An employee at this level is:

- unqualified; and
- employed to assist at an adjunct care service; and/or
- has successfully completed year 12 at secondary school; and/or
- is at least 17 years of age and is undertaking or has completed a Child Care Practice Certificate at a TAFE Institute.

Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:

- supervise children's activities;
- supervise sports activities;
- ensure the health and safety of the children in their care;
- take a genuine interest in the children, their activities and participate in these activities as much as possible;
- give each child individual attention and comfort as required;
- routine communication with parents to the level of the employee's competence;
- assist in developing and implementing programs and activities;
- implement daily routine;
- understand and work according to the employer's policies.
- perform general duties associated with the operation of the service, including but not limited to all aspects of food preparation, service and cleaning/maintenance of all areas of the premises.

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

A children's services worker is:

- engaged in the provision of child care within a centre; and/or
- engaged in functions in or in connection with the general operation of the centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the centre (internal and external) to the standards required by the employer.

An employee at this level:

- has completed an AQF Certificate 3 or 4 in Children's services but has not been employed in the position of group leader; or
- is a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the centre.

Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:

- any of the duties undertaken by an Assistant children's services worker - unqualified;
- coordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
- liaise with parents;
- ensure a safe environment is provided for the children;
- ensure that records are maintained and are up-to-date concerning each child in their care;
- assist in the development, implementation and evaluation of daily routines;
- under direction, work with individual children with particular needs;
- undertake and implement the requirements of quality assurance; and
- administer first aid to the level of their competency when appropriate.

## Schedule 2 - Definitions and Position Descriptors - Clerical Stream

### Classification criteria

The following descriptors are to be used to determine the appropriate classification level of an employee classified in the Clerical employees group of the General stream. The descriptors consist of **characteristics** and **typical duties/skills**.

The **characteristics** are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of a particular position.

**Typical duties/skills** are a non-exhaustive list of duties/skills that may be comprehended within the particular classification level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own.

All adult employees shall be classified in one of the following levels:

### Clerical employee - level 1

Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer which, in many cases, would lead to progression through the classification structure as an employee's competency and skills are increased and utilised.

#### Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

#### Typical duties/skills

Indicative typical duties and skills in this level may include:

- directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard/call centre.
- maintenance of basic manual and/or computerised records.
- filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- handling, recording or distributing mail, including messenger service.
- simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc) within clearly established parameters.
- copy typing and audio typing. The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimiles, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.

- the basic use of keyboard-operated equipment including: computers, word processors, personal computers and attached printers.

## **Clerical employee - level 2**

### **Characteristics**

Employees at this level have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of employees at this level may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- reception/switchboard/call centre duties as in level 1 and, in addition, responding to enquiries where presentation and the use of interpersonal skills, together with the acquisition of sound knowledge of the employer's operations and services, are a key aspect of the position, e.g. reception/switchboard.
- specialised operations of computerised radio/telephone equipment, personal computers and word processors.
- word processing e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents.
- stenographer solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- copy typing and audio typing at 65 words per minute at 98% accuracy.
- maintenance of records and/or journals, including initial processing and recording relating to the following:
  - reconciliation of accounts balance;
  - incoming/outgoing cheques;
  - invoices;
  - debit/credit items;
  - payroll data;
  - petty cash imprest system;
  - letters etc.
  - secretarial - performing a broad range of clerical functions within this level.
  - computer applications involving clerical skills at this level, which may include one or more of the following functions:
    - create a data base/files/records;
    - spreadsheet/worksheet;
    - graphics;
    - accounting/payroll file following standard procedures and using existing models/fields of information.

### **Clerical employee - level 3**

#### **Characteristics**

Employees at this level will have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involve the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Employees at this level may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

#### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- prepare cash payment summaries; banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc, at a higher level than at level 2.
- provide detailed advice and information on the employer's programs and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- secretarial - performing a broad range of clerical functions at a higher level than at level 2.
- apply computer software packages utilising clerical skills at a higher level than at level 2.

### **Clerical employee - level 4**

#### **Characteristics**

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of coordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

Employees at this level exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in levels 1-3 by personal instruction and demonstration.

#### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- secretarial/executive services - performing a broad range of clerical functions at a level higher than at level 3.
- maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for senior executives; answer executive correspondence from verbal or handwritten instructions.



- responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balances.
- advise on/provide information on one or more of the following:
  - employment conditions;
  - workers' compensation procedures and regulations;
  - superannuation entitlements, procedures and regulations.
- apply computer software packages utilising clerical skills at a level higher than at level 3.

## **Clerical employee - level 5**

### **Characteristics**

Employees at this level are subject to broad guidance or direction and would report to more senior employees as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

Employees at this level are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision in terms of, *inter alia*: scheduling workloads; resolving operational problems; monitoring the quality of work produced; counselling staff for performance as well as work related matters.

Level 5 employees would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post-secondary qualifications may be appropriate, but not essential.

### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- operates and is responsible for a complex and diverse payroll system.
- application of detailed knowledge of the organisation's objectives, performance, projected areas of growth, and general industry conditions for the purposes of assisting in developing policy or new services to meet changing consumer needs or other circumstances.
- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- prepare internal reports for management in any or all of the following areas:
  - account/financial;
  - staffing;
  - legislative requirements;
  - other significant activities/operations.
- finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- executive secretary/executive assistant who performs a broad range of executive support functions with minimal direction or supervision.

## Schedule 3 - Definitions and Position Descriptors - Electrical Stream

### Summary

Employees in this group are to be classified according to the level of competency they hold and are required to use in their work. The classification definitions provide descriptors of the nature of the work performed at each classification level. Where there is a query about the classification of an employee, their classification should be determined in accordance with the National Metal and Engineering Competency Standards Implementation Guide (Implementation Guide). A copy of the guide can be downloaded at [www.mskills.com.au](http://www.mskills.com.au).

Competency can be shown by formal qualifications or by the actual exercise of skills. If an employee holds the minimum training requirement for a particular classification level in this Award, and they are required by the employer to use or will be required by the employer to use those skills in their job, then they cannot be classified below that particular classification level. For example, a person who holds a trade certificate and is required to use those skills cannot be classified below the C10 classification.

The classification structure can be summarised as follows:

| Number | Classification Title  | Minimum Training Requirement  | Recommended Points           |
|--------|---|---|------------------------------|
| C6     | Advanced Electrical Tradesperson Level 1<br>Electrical Technician - Level IV          | 12 modules towards Diploma or Advanced Diploma or equivalent  | 48 points in addition to C10 |
| C7     | Electrical Tradesperson - Special Class Level II<br>Electrical Technician - Level III | AQF Level 4 Certificate<br>9 modules towards Diploma or Advanced Diploma<br>3 appropriate modules in addition to C8 or equivalent | 36 points in addition to C10 |
| C8     | Electrical Tradesperson - Special Class Level I                                       | 3 appropriate modules in addition to C9 or<br>6 modules towards Diploma or Advanced Diploma or equivalent                         | 24 points in addition to C10 |
| C9     | Electrical Tradesperson - Level II  | 3 appropriate modules in addition to C10 or<br>3 modules towards Diploma or Advanced Diploma or equivalent                        | 12 points in addition to C10 |
| C10    | Electrical Tradesperson - Level 1   | Trade Certificate (AQFIII) or Engineering Production Certificate III (AQF III) or equivalent                                      | 96                           |

### Definitions

Definitions for the purpose of determining classifications of employees in the Electrical stream:

**or equivalent** means:

- any training which a registered training provider (e.g. TAFE) has recognised as equivalent to an accredited course which Manufacturing Skills Australia (MSA) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- where competencies meet the requirements set out in the MSA competency standards in accordance with the Implementation Guide.

**work within the scope of this level means:**

- for an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be MSA competency standards.
- where an employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work, the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.

**Classification definitions and indicative tasks**

**C10**

**Electrical tradesperson - level I**

Is an employee who:

- holds a trade certificate (through the completion of an AQF Level III apprenticeship) or tradespersons' rights certificate (through recognition by Trades Recognition Australia or Training and Employment Recognition Council or any successor organisation/s) as an Electrical tradesperson (any stream) - level I or equivalent; and
- is able to exercise the skills and knowledge of the electrical trade so as to enable the employee to perform work within the scope of this level.

An Electrical tradesperson - level I works above and beyond an employee at C11 and to the level of their skills, competence and training:

- understands and applies quality control techniques;
- exercises good interpersonal and communications skills;
- exercises keyboard skills at a level higher than C11;
- exercises discretion within the scope of this classification level;
- performs work under limited supervision either individually or in a team environment;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work;
- performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training; and
- able to inspect products and/or materials for conformity with established operational standards.

**Indicative tasks**

Indicative tasks which an employee at the C10 level may perform are:

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of Electrical maintenance functions including;
- removing equipment fastenings including use of destructive cutting equipment;
- lubrication of production equipment;
- running adjustments to production equipment;

- able to operate all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- operation of machinery requiring certification at 1A or 2A levels;
- high level stores and inventory responsibility beyond the requirements of an employee at C11;
- assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

## **C9**

### **Electrical tradesperson - level II**

Is an Electrical tradesperson (any stream) - level II who has completed the following training requirements:

- appropriate modules in addition to the training requirements of C10 level; or
- appropriate modules towards a Diploma; or
- 6 appropriate modules towards an Advanced Diploma; or
- equivalent (including the use of 12 competency points from the Implementation Guide beyond the C10 classification).

An Electrical tradesperson - level II works above and beyond a tradesperson at C10 and to the level of their skills and competence and training performs work within the scope of this level and:

- undertakes Electrical tradesperson - level I requirements (i) - (v); and
- provides trade guidance and assistance as part of a work team.

## **C8**

### **Electrical tradesperson - special class level I**

A Special class Electrical tradesperson - level I means a:

- Special class Electrical tradesperson (any stream) - level I; or
- Higher Electrical tradesperson,

who has completed the following training requirement:

- 6 appropriate modules in addition to the training requirements of C10 level; or
- 6 appropriate modules towards a Diploma; or
- 6 appropriate modules towards an Advanced Diploma;
- a Higher Electrical Tradesperson apprenticeship; or
- equivalent (including the use of 24 competency points from the Implementation Guide beyond the requirements of C10).

An Electrical tradesperson special class - level I works above and beyond a tradesperson at C9 and to the level of their skills, competence and training performs work within the scope of this level and:

- undertakes Electrical tradesperson - level I requirements (i) - (iii);
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers; and
- understands and implements quality control techniques.

### **Indicative tasks**

Indicative tasks which an employee at the C8 level may perform are:

- exercises high precision trade skills using various materials and/or specialist techniques;
- performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

## **C7**

### **Electrical tradesperson - special class level II**

A Special Class Electrical tradesperson - level II means a Special Class Electrical tradesperson (any stream) - level II who has completed the following training requirement:

- appropriate modules in addition to the requirements of C8 level; or
- 9 appropriate modules towards an Advanced Certificate; or
- 9 appropriate modules towards an Associate Diploma;
- an AQF Level 4 Certificate; or
- equivalent (including the use of 36 competency points from the Implementation Guide beyond the requirements of C10).

An Electrical tradesperson - Special Class level II works above and beyond a tradesperson at C8 and to the level of their skills, competence and training performs work within the scope of this level and:

- undertakes Electrical tradesperson - level I requirements (i) - (iv);
- provides trade guidance and assistance as part of a work team; and
- provides training in conjunction with supervisors and trainers.

[NB: *The AQF 4 Certificate referred to in this definition is not directly comparable with previous post-trade qualifications such as ASF4 Level post-trade courses. The possession of these previous qualifications does not necessarily justify classification of a tradesperson to this level. Parties should refer to the Implementation Guide.*]

### **Electrical technician - level III**

- Is an employee who has the equivalent level of training of a C7 - Electrical/Engineering tradesperson special class level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Electrical/Engineering technician level III are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is engaged in detail drafting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff.

### **Indicative tasks**

Indicative tasks which an employee at the C7 level may perform are:

- works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
- works on instruments which make up a complex control system which utilises some combination of electrical electronic, mechanical or fluid power principles;
- applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- works on complex or intricate interconnected electrical circuits at a level above C8;
- works on complex radio/communication equipment.

## **C6**

### **Advanced Electrical tradesperson - level I**

Means an Advanced Electrical tradesperson (any stream) - level I who has completed:

- 12 appropriate modules of a Diploma; or
- 12 appropriate modules of an Advanced Diploma; or
- equivalent (including the use of 48 competency points from the Implementation Guide beyond the requirements of C10).

An Advanced Electrical tradesperson - level I works above and beyond a tradesperson at C7 and to the level of their skills, competence and training performs work within the scope of this level and:

- undertakes Electrical tradesperson - level I requirements (i) - (iii) and (v);
- undertakes Electrical tradesperson - special class level I requirements (i) and (ii);
- undertakes quality control and work organisation at a level higher than for C7; and
- prepares reports of a technical nature on specific tasks or assignments.

### **Electrical technician - level IV**

- Is an employee who has the equivalent level of training of a C6 - Advanced Electrical/Engineering tradesperson level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Electrical/Engineering technician level IV are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional employees.

### **Indicative tasks**

Indicative tasks which an employee at the C6 level may perform are:

- works on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
- works on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
- applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for C7;
- works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

## Schedule 4 - Definitions and Position Descriptors - Grounds Stream

### Greenkeeping employee - Level 1

A **Greenkeeping employee - Level 1** is an employee who is engaged to assist in a range of general duties applicable to the maintenance and development of turf areas and surrounds. An employee will remain at this level for a maximum of 6 months.

Indicative typical duties and skills in this level may include:

- performs routine duties essentially of a manual nature and to the level of their training.
- works under direct supervision.
- exercises minimal judgement.

Indicative tasks and/or qualifications:

- assists in the general maintenance and development of turf areas and surrounds.
- labouring and operation of some machinery.

### Greenkeeping employee - Level 2

A **Greenkeeping employee - Level 2** is an employee who has completed structured training so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of a Greenkeeping Employee - Level 1 and to the level of their training.

Indicative typical duties and skills in this level may include:

- works under direct supervision either individually or in a team environment
- understands and undertakes basic quality control/assurance procedures
- understands and utilises basic statistical process control procedures.

Indicative tasks and/or qualifications:

- operates and/or maintains machinery
- at a Sports ground - set out and mark fields for play
- planting and maintaining trees and gardens
- maintains simple records
- assists in the maintenance of playing surfaces, including top dressing, fertilising under supervision, seeding, turfing, coring and sprigging.

### Greenkeeping employee - Level 3

A **Greenkeeping employee - Level 3** is an employee who is engaged to assist and carry out, with or without direction, duties pertaining to the maintenance and development of turf areas and surrounds, and performs work above and beyond the skills of a Greenkeeping Employee - Level 2 and to the level of their training.

Indicative typical duties and skills in this level may include:

- is responsible for the quality of their own work subject to routine supervision
- works under routine supervision either individually or in a team environment
- exercises discretion within their level of skills and training.

Indicative tasks and/or qualifications:

- assists in the training and/or supervision of employees at Levels 1 and 2

- major non-trade maintenance of equipment
- assists in chemical and other spraying, where required to hold an appropriate license
- completes basic records
- assists in the construction and installation of facilities and systems
- operates a specialised range of machinery e.g. mowers, rollers.

#### **Greenkeeping employee - Level 4 (Tradesperson)**

A **Greenkeeping employee - Level 4 (Tradesperson)** is an employee who has satisfactorily attained the appropriate level of training at trade or equivalent level.

Indicative typical duties and skills in this level may include:

- understands and applies quality control techniques
- exercises good interpersonal and communications skills
- performs work without supervision either individually, or in a team environment
- performs non-trade work incidental to their work.

Indicative tasks and/or qualifications:

- operates and/or maintains a wide range of turf machinery and equipment
- training and supervision of employees at Levels 1, 2 and 3, and including apprentices
- construction of surfaces, gardens
- installation and maintenance of irrigation and drainage systems
- control and maintenance of stores and facilities
- stock control, record keeping
- plans the work programme in consultation with management
- trades maintenance of equipment.

#### **Greenkeeping employee - Level 5**

A **Greenkeeping employee - Level 5** is an employee who has satisfactorily attained the appropriate level of training at the trade or equivalent level and who carries out and/or manages greenkeeping aspects pertaining to the general maintenance and development of turf areas and surrounds.

Indicative typical duties and skills in this level may include:

- understands and applies quality control techniques
- exercises good interpersonal and communications skills
- capable of performing work without supervision, either individually or in a team environment.

Indicative tasks and/or qualifications:

- supervision and training of subordinate staff, including tradespersons
- presentation of written and/or verbal reports, general liaison with management
- activities requiring application of specialist skills.

#### **Greenkeeping employee - Level 6**

A **Greenkeeping employee - Level 6** is an employee who is responsible for the total management of a turf area and surrounds, but does not include employees who have the right to engage and/or terminate the services of other employees.

Indicative typical duties and skills in this level may include:

- exercises discretion within the scope of this level



- understands and implements quality control measures
- provides trade guidance and assistance.

Indicative tasks and/or qualifications:

- preparation of budgets and financial reports
- planning for the overall development of the facility in consultation with management
- supervision and co-ordination of large numbers of subordinate staff, including development of staffing and training plans, staff counselling and assisting management in the selection of personnel.

## Schedule 5 - Definitions and Position Descriptors - Health and Fitness Stream

### Fitness industry workers

#### Fitness instructor - gym, group, aqua

##### Definitions

**Gym instructor** shall mean an employee involved in all aspects of fitness instruction other than Group or Aqua exercise programs

**Group instructor** shall mean an employee who leads any form of group or aerobic exercise program to music

**Aqua instructor** shall mean an employee who leads any form of water based group or aerobic exercise program to music

The following describes the nature of the work performed by Fitness instructors (Gym, Group, Aqua) levels 1, 2, and 3.

- Designs and delivers exercise programs for low risk (apparently healthy) individuals in a controlled environment. A person trained in fitness activity possesses specific competencies to instruct low risk (apparently healthy) individual and group clients in specified work environments, under predictable circumstances.
- A Fitness Instructor facilitates skill transfer or development to clients in order that they may exercise independently or with minimal supervision. This requires the Instructor to be able to:
  - conduct an initial client induction including basic screening, fitness appraisal, program development and exercise instruction;
  - design individualised training programs within the context of a long-term plan;
  - critique technique and apply a variety of appropriate instructional strategies in a range of exercise modalities; and
  - regularly appraise client's fitness and skill acquisition and modify their program accordingly.

#### Fitness trainer - personal trainer, specific populations

- Designs and delivers exercise programs for low risk (apparently healthy) individuals (in small groups) in a somewhat less controlled environment. Possesses a wide range of relevant instructing and fitness-specific competencies and facilitates the development in clients of a fit and healthy lifestyle in a range of environments.
- A Fitness trainer works with low risk (apparently healthy) clients in both predictable and unpredictable circumstances. A Fitness trainer must be able to:
  - develop, conduct and evaluate long term periodised fitness plans;
  - evaluate and analyse the performance of individual clients or groups in a variety of fitness settings;
  - provide advice on a range of areas related to health and fitness;
  - undertake basic dynamic postural screening using applied biomechanics;
  - apply teaching methods and instructional styles in a variety of indoor and outdoor fitness settings; and
  - supervise and train other fitness staff.
- A Fitness trainer may take further vocational training in other areas, such as:
  - musculoskeletal rehabilitation exercise instruction after referral from and under any guidelines set by a medical or suitably qualified allied health professional;
  - exercise for specific population groups; and
  - lifestyle planning and behaviour modification.

## **Levels**

Fitness industry workers (as above) shall be paid at the appropriate level in line with the following definitions, so far as they are applicable to the type of work performed:

### **Level 1 - Fitness instructor**

Employees at this level:

- do not have previous experience in the industry; and
- do not possess industry recognised qualifications; and/or
- are undertaking industry recognised training and are employed to carry out work associated with the classification of Fitness instructor.

Employees shall work under direct supervision according to specific instructions and procedures, which are prescribed by a more senior instructor or appropriately qualified manager.

During this period employees shall become familiar with all aspects of the establishment's operations of the establishment in which they work.

### **Level 2 - Fitness instructor**

Employees at this level:

- shall have relevant industry experience; and/or
- be recognised at Certificate III level of the Fitness Industry Training Package; and
- are employed to carry out work associated with the role of Fitness instructor in the designated specialisation of gym, group or aqua.

Employees at this level shall work under general supervision which requires operation within defined areas of responsibility with adherence to established guidelines and procedures.

### **Level 3 - Fitness instructor**

In addition to skills and training required by a level 2 - Fitness instructor, a level 3 employee shall be accredited through the National Instructor Registration program by Fitness Australia.

### **Level 4 - Fitness trainer**

Employees at this level:

- hold a Certificate IV level of the Fitness Industry Training Package; and/or
- are employed to carry out work associated with the classification of Fitness trainer in the designated specialisation of Fitness trainer - personal trainer, specific populations.

Employees at this level work under limited supervision and guidance and are required to exercise initiative and judgement in the performance of their duties.

Employees in this level receive broad instructions and their work is checked intermittently.

### **Level 5 - Fitness trainer**

Employees at this level:

- hold a Certificate IV level of the Fitness Industry Training Package; and/or

- are accredited through the National Instructor Registration program by Fitness Australia; and
- are employed to carry out work associated with the classification of Fitness trainer in the designated specialisation of Fitness trainer; or

Hold a Diploma level qualification of the Fitness Industry Training Package and are employed to carry out work associated with the classification of Fitness therapist.

### **Support staff - level 1**

Employees in this classification at this level work under direct supervision with specific instructions and procedures and receive appropriate in-house training.

Duties may include any or all of the following:

- general counter duties, including reception; taking bookings; dealing with member and membership enquiries; sale of products; activities organising and customer liaison;
- general tidying/cleaning of immediate work area;
- other duties as directed;
- (Unqualified) playroom attendant; and
- cleaner/handyperson duties.

Duties at this level are performed within established guidelines and determined procedures.

### **Support staff - level 2**

Employees at this level shall perform duties as specified at Support staff - level 1, but with limited supervision. Employees may be required to exercise some initiative in the performance of their duties.

## Schedule 6 - Definitions and Position Descriptors - Trades and Maintenance Stream

### Outline of classification structure

The definitions below guide the classification of employees in this group by indicating the standard of skill and indicative tasks required of a particular role.

Building trades employees at each classification level may be required to have the competencies for the level or levels below their own level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level.

### Definitions

Definitions for the purpose of determining classifications of employees in the Building trades stream:

**points** means the points assigned to an employee who successfully completes units of competence within a qualification that may lead to the issue of a statement of attainment. One (1) point is the equivalent of each 10 hours of time nominally assigned from the unit/s or element/s of competence undertaken

**recognition of prior learning (RPL)** means recognition of competencies currently held, regardless of how, when or where the learning occurred. Under the Australian Quality Training Framework, competencies may be attained in a number of ways. This includes through any combination of formal or informal training and education, work experience or general life experience. In order to grant RPL, the assessor must be confident that the candidate is currently competent against the endorsed industry or enterprise competency standards or outcomes specified in Australian Qualifications Framework accredited courses. The evidence may take a variety of forms and could include certification, references from past employers, testimonials from clients and work samples. The assessor must ensure that the evidence is authentic, valid, reliable, current and sufficient

**self-directed work area team** or **WAT** means a group of employees who work as a team to plan and execute functions relevant to their employer's business. Work area teams are generally autonomous of direct managerial supervision and perform their tasks in a way that maximises productivity and the utilisation of skills

**supervision** within the classification structure relates to the increasing value of the employee to the employer in terms of the degree of autonomy, decision-making, problem-solving application and responsibility of the employee as an individual or within a work area team environment. This Award recognises two levels of supervision which are as follows:

**general supervision** applies to an employee who:

- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- has their assignments reviewed on completion;
- although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions; and
- usually operates within a work area team but may have specified areas of autonomy to perform a range of allocated activities and functions

**limited supervision** applies to an employee who:

- receives only limited instructions normally confined to a clear statement of objectives;

- has their work usually measured in terms of the achievement of stated objectives;
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work; and
- may lead or manage a work area team

## Classification structure and descriptors

### Building worker level 1 (BW1)

A **Building worker level 1 (BW1)** works under general supervision in one or more aspects of building and/or construction activities and will:

- have completed, in accordance with recognised prior learning principles, a construction skills test equivalent to the required competency standards; or
- have completed relevant structured training equivalent to the required competency standards.

#### *Skills and duties*

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

An employee at this level:

- may be part of a self-directed work area team (WAT);
- may be required to perform a range of duties in one or more area of the overall building and/or construction industry;
- works from instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- coordinates work in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their own work;
- has a qualification in first aid.

#### *Indicative tasks*

Indicative tasks that an employee may perform at this level include the following:

- uses precision measuring instruments;
- basic material handling functions;
- operates small plant and pneumatic machinery;
- inventory and store control;
- uses a range of hand tools and oxy welding equipment;
- has a knowledge of the construction process and understands the sequencing of construction functions;
- is able to provide first aid assistance to other employees.

The BW1 classification incorporates the following (traditionally used) job titles/positions:

- labourer
- labourer assisting any other tradesperson
- plasterer's labourer
- trades labourer

### **Building worker level 2 (BW2)**

A **Building worker level 2 (BW2)** works under limited supervision in one or more aspects of building and/or construction activities and will:

- have completed in accordance with recognised prior learning principles a construction skills test equivalent to the required competency standards; or
- have completed relevant structured training equivalent to the required competency standards.

#### *Skills and duties*

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

An employee at this level:

- may be part of a self-directed work area team (WAT);
- may be responsible for the supervision of one or more employees working at BW1 level;
- can interpret plans and drawings relevant to their functions;
- assists with the provision of on-the-job training;
- assumes responsibility for allocating tasks within a WAT within the area of the employee's skills, competence and training;
- has some responsibility for the order and purchase of materials within defined parameters;
- is able to sequence functions relevant to the employee's WAT; and
- applies quality control techniques to the employee's own work and that of other employees within the WAT.

#### *Indicative tasks*

Indicative tasks that an employee may perform at this level include the following:

- calculates safe loads and stress factors;
- measures accurately using specialised equipment;
- non-trade's maintenance of relevant plant and equipment;
- anticipates and plans for constant changes to the work environment.

### **Building tradesperson level 1 (BT 1)**

A **Building tradesperson level 1 (BT1)** works individually or in a team environment in one or more aspects of building and/or construction activities and will:

- have successfully completed a relevant trade apprenticeship or its AQF equivalent, or
- have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.

#### *Skills and duties*

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

An employee at this level demonstrates:

- understanding of quality control techniques;
- ability to inspect products and/or materials for conformity with established standards;
- good interpersonal communications skills;
- ability to work in a safe manner so as not to cause self injury or injury to others;
- ability to exercise discretion and utilise basic fault-finding skills in the cause of their work;
- ability to work under general supervision either individually or in a team environment; and
- ability to instruct apprentices in the correct performance of work.

*Indicative tasks*

Indicative tasks that an employee may perform at this level include the following:

- trade skills associated with a relevant certificated trade;
- non-trade tasks incidental to their work;
- informal on-the-job guidance to a limited degree;
- instruction of apprentices in the correct performance of trade-related skills.

The BT1 classification incorporates, but is not limited to, the following (traditionally used) job titled/positions:

- carpenter
- plasterer
- plumber

**Building tradesperson level 2 (BT 2)**

A **Building tradesperson level 2 (BT2)** works independently or in a team environment. A Building tradesperson level 2 will:

- have successfully completed an additional 12 points of relevant structured training from another trade or post-trade in addition to the requirements of a BT1, or
- have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills including, but not limited to, trade skills in comparable trades other than that in which they are primarily employed which would allow an employee to perform a range of duties across trades as required by the employer.

In order to be classified at this level a tradesperson may be required to establish they have undertaken the necessary training (either on or off-the-job) or has the necessary experience and is competent to perform the duties involved as well as meet existing licensing requirements, where applicable.

A BT2 includes a Plumber or Licensed Drainer whose duties require that they have an additional 12 points of training beyond their own trade classification at BT1.

*Skills and duties*

An employee at this level:

- performs work to the extent of their skills, competence and training; and
- will have completed the required training; or
- will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level.

A BT2 works above and beyond a BT1 and to the level of their training:



- exercises skills gained through satisfactory completion of the training prescribed for this level or through satisfactory completion of a skills assessment for this level;
- exercises discretion within the scope of this level;
- works under general supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team;
- works in a safe manner so as not to injure themselves or other employees; and
- exercises trade skills relevant to the requirements of the enterprise at a level higher than an employee at BT1.

*Indicative tasks*

The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post-trade training or experience to enable the employee to perform the particular indicative tasks:

- assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- operates and maintains a wide range of complex machines or equipment in the workplace;
- ability to apply relevant legislation to the work of self and others;
- ability to carry out any other tasks as directed in accordance with their level of skill training; and
- utilises trade skills not related to the employee's designated core trade.

**Building tradesperson level 3 (BT 3)**

A **Building tradesperson level 3 (BT3)** will:

- have successfully completed an additional 12 points of relevant structured training from another trade or post-trade in addition to the requirements of a BT2, or
- have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by the employer.

In order to be classified at this level a tradesperson may be required to establish they have undertaken the necessary training (either on or off-the-job) or has the necessary experience and is competent to perform the duties involved as well as meet existing licensing requirements, where applicable.

A BT3 includes a Plumber, Licensed Plumber or Licensed Drainer whose duties require them to use additional licences and/or endorsement that equate to an additional 12 points of training beyond their own trade classification at level 2, from the table below:

| <b>Licences and Endorsements</b> | <b>Points</b> |
|----------------------------------|---------------|
| Thermostatic mixing valves       | 3.2           |
| Backflow prevention              | 4             |
| Restricted electrical licence    | 5.6           |
| Urban irrigation installation    | 8.2           |
| Gas installers licence           | 12            |

*Skills and duties*

An employee at this level performs work to the extent of their skills, competence and training and will have:

- completed the required training; or
- gained the equivalent skills through work experience in accordance with the prescribed standards for this level.

A BT3 works above and beyond a BT2 and to the level of their training:

- exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
- provides guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
- works in a safe manner so as not to injure themselves or other employees;
- is able to identify hazards and unsafe work practices which may affect others in the team environment;
- exercises excellent interpersonal skills;
- performs work under limited supervision either individually or in a team environment; and
- exercises discretion within their level of skill.

*Indicative tasks*

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training or experience to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- utilises additional trade licences;
- utilises post-trade skills;
- utilises trade skills not related to the employee's designated core trade.

By the Commission,  
[L.S.] M SHELLEY,  
Industrial Registrar.