

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

CIVIL CONSTRUCTION, OPERATIONS AND MAINTENANCE GENERAL AWARD - STATE 2003

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Civil Construction, Operations and Maintenance General Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Civil Construction, Operations and Maintenance General Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

CIVIL CONSTRUCTION, OPERATIONS AND MAINTENANCE GENERAL AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Civil Construction, Operations and Maintenance General Award - State 2003.

1.2 Arrangement

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1.3 Award coverage

This Award shall apply to:

- 1.3.1 All persons who are not covered by any other Award or Industrial Agreement, engaged in the calling of bridge, wharf and pier construction and maintenance throughout the State of Queensland.
- 1.3.2 Such employees of contractors and/or sub-contractors to Queensland Railways as are engaged in construction work as contained in clause 1.8.9.
- 1.3.3 Employees engaged in construction and/or maintenance work in connection with water conservation or water supply or sewerage work throughout the State of Queensland and to their employers, being:
- (a) Government departments;
 - (b) Any other public bodies (Excluding those shown in clause 1.4.16);
 - (c) Companies, firms or persons; and
 - (d) Contractors to any of the above.
- 1.3.4 Employees engaged in Making Roads and also to employees for whom provision is made in this Award and are employees of:
- (a) Director-General of Main Roads;
 - (b) Water Boards established under particular legislation such as the South-East Queensland Water Board, the Townsville-Thuringowa Water Board and the Cairns-Mulgrave Water Board and the Gladstone Area Water Board;
 - (c) Department of Primary Industries and Department of Natural Resources and Mines employed in road improvement and land development work and the destruction of noxious plants;
 - (d) Department of Primary Industries - Forestry employed primarily on road making work and contractors to the DPI Forestry carrying out work which is normally carried out by employees of the DPI Forestry under the provisions of the Forestry Employees Award - Department of Primary Industries and the Department of Natural Resources.
 - (e) Land agents and others in the making of roads and streets or in clearing or doing labouring work in or in connection with the making of roads and streets consequent on the subdivision or separation for subdivision of estates;
 - (f) Contractors performing or executing any work for clauses 1.3.4(a) to 1.3.4(e);
 - (g) Sub-contractors performing or executing work for clauses 1.3.4(a) to 1.3.4(f);
 - (h) Labourers employed by employers engaged in the construction and/or maintenance of roads and grounds at aerodromes;
 - (i) Notwithstanding the provisions of any other Awards, driving a motor vehicle the property of the employer and to every employee owning and using the employee's own motor vehicle and whether employed by a contractor and/or sub-contractor or not, while such motor vehicle is used on work covered by this Award;
 - (j) Contractors and sub-contractors performing or executing road work on behalf of the Brisbane City Council;
 - (k) Contractors and sub-contractors performing or executing road work on behalf of Joint Boards and Local Authorities within the meaning of the *Local Government Act 1993*;
 - (l) Contractors and sub-contractors performing or executing road works on behalf of Aboriginal Councils within the meaning of the *Community Services (Aborigines) Act 1984*, and of Island Councils within the meaning of the *Community Services (Torres Strait) Act 1984*.
- 1.3.5 Employees of employers who are employed on or in connection with the reclamation of land and work incidental thereto throughout the State of Queensland.
- 1.3.6 Employees of the Crown engaged as surveyors assisting labourers and Cooks in the State of Queensland.

- 1.3.7 All classes of engine drivers, crane drivers and any other workers for whom rates of pay are prescribed in clause 5.2 engaged upon or assisting in work incidental to the use of earthmoving machinery; and

Building Sites other than (site preparation) - The conditions and allowances of the Building Construction Industry Award - State shall apply to all classes of engine drivers and mobile crane drivers engaged in operations on Building Sites (other than site preparation) as defined in the Building Construction Industry Award - State, with exception of pay rates. Pay rates shall continue to be governed by clause 5.2 of this Award.

For the purpose of clause 3.1 includes bulk earthworks, roadworks, civil drainage, internal roadworks, the preparation and laying carparks).

- 1.3.8 The Director-General of Main Roads and Director-General of Natural Resources and Mines and to contractors and sub-contractors thereto, and to those of their employees who are classified under this Award and who are engaged in the testing of road and bridge building materials or materials associated with the construction of water conservation or irrigation projects.
- 1.3.9 Contractors engaged on civil construction work associated with Sugar Mills, Bulk Sugar Terminals, Sugar Refineries, Distilleries and the Sugar Research Institute.
- 1.3.10 Employees of private practice surveyors only when:

- (a) Involved on set-out and control work on-site on construction work for more than half of their respective working time in any roster period; and
- (b) While so involved are also working together with or alongside employees of other employers who are covered by this Award or Industrial Agreements made pursuant to this Award.

For the purposes of this clause "set-out and control work on-site on construction work" means survey work performed on-site to facilitate the imminent commencement of actual construction.

- 1.3.11 Employees of contractors and sub-contractors to the Brisbane City Council who carry out work other than construction and/or maintenance of roads which is normally carried out by employees of the Council under the provisions of the Brisbane City Council - Construction Maintenance and General Award.
- 1.3.12 Employees of contractors and sub-contractors to Joint Boards and Local Authorities within the meaning of the *Local Government Act 1993* who carry out works other than construction and/or maintenance of roads which is normally carried out by employees of Joint Boards or Local Authorities under the provisions of the Local Government Employees' (Excluding Brisbane City Council) Award - State.
- 1.3.13 Employees of contractors and sub-contractors to Aboriginal Councils within the meaning of the *Community Services (Aborigines) Act 1984* and of Island Councils within the meaning of the *Community Services (Torres Strait) Act 1984*, who carry out work other than construction and/or maintenance of roads which is normally carried out by employees of Aboriginal Councils and Island Councils under the provisions of the Local Government Employees' (Excluding Brisbane City Council) Award - State.

1.4 Exemptions

This Award shall not apply to:

- 1.4.1 Employees or employers who are engaged in work of maintenance servicing etc. covered by clause 1.3.7 which would otherwise be covered by the Engineering Award - State 2002;
- 1.4.2 Employees of the Brisbane City Council;
- 1.4.3 Overseers or to Forepersons in receipt of not less than 2% above the Construction, Maintenance and General Worker Grade V rate per week for the district in which they are employed, engaged on work referred to in clause 1.3.4 with the exception of occupational safety officers, inspectors, Forepersons and overseers employed on civil construction and maintenance by State Government Departments and to the chief executives of the respective Departments as employers:

Provided that this Award shall not apply to workshop foremen or to any employees covered by any other Award or Industrial Agreement;

- 1.4.4 Employees of Queensland Railways;

- 1.4.5 Employees of the DPI Forestry called upon from time to time to perform roadwork in addition to their ordinary forestry duties;
- 1.4.6 Clerical and professional employees provided for by other awards and engaged in work covered by clauses 1.3.3, 1.3.4 and 1.3.6;
- 1.4.7 Articled pupils engaged on survey work covered by clause 1.3.6;
- 1.4.8 Engine drivers in coal, gold or metalliferous mines in the Southern Division;
- 1.4.9 Employees of QH and M Birt at their depot;
- 1.4.10 Employees employed in the sugar industry in Queensland excluding contractors and sub-contractors performing work in or in connection with sugar mills, bulk sugar terminals, sugar refineries, distilleries and the Sugar Research Institute;
- 1.4.11 Mount Isa Mines Limited Award;
- 1.4.12 Employees, contractors and subcontractors who are engaged on a specific project to which an award or industrial agreement applies;
- 1.4.13 Employees of the Port of Brisbane Authority;
- 1.4.14 Employees covered by the Port Authorities Award - State and employees who are employed by the Cairns, Townsville, Mackay, Gladstone, Rockhampton and Bundaberg Port Authorities;
- 1.4.15 Employees covered by the Public Service Award - State;
- 1.4.16 Employees of Joint Boards and Local Authorities within the meaning of the *Local Government Act 1993*;
- 1.4.17 Employees of Aboriginal Councils within the meaning of the *Community Services (Aborigines) Act 1984* and of Island Councils within the meaning of the *Community Services (Torres Strait) Act 1984*;
- 1.4.18 Employees of private practice surveyors engaged on work of the following nature:
 - (a) Cadastral Surveys:
 - (i) Identification and/or redefinition of and checking boundaries;
 - (ii) Subdivision for the creation of new boundaries;
 - (iii) Surveys for the creation of easements and leases and any other land title matter requiring survey.
 - (b) Engineering Surveys:
 - all pre-construction surveys for design purposes; or
 - (c) Employees of private practice surveyors in the following categories:
 - (i) Professionally and/or technically qualified employees;
 - (ii) Supervisors and party leaders;
 - (iii) Surveying students and trainees under the Australian Traineeship Scheme;
 - (iv) Employees covered by any other Award.

1.5 Area of operation

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

1.5.1 Divisions

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

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

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

1.5.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

1.6 Date of operation

This Award takes effect from 28 April 2003.

1.7 Parties bound

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

- (a) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees;
 - (b) The Australian Workers' Union of Employees, Queensland
 - (c) The Queensland Public Sector Union of Employees
 - (d) The Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
 - (e) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- and their members.

1.8 Definitions

- 1.8.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.8.2 "Articulated Vehicle" means a vehicle with 3 or more axles, comprising a power unit (called "tractor truck", "prime mover", etc.) and semi-trailer which is superimposed on the power unit, and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled.
- 1.8.3 "Bellperson" means an employee engaged on dam construction who by means of bells, telephone, lamps, whistles, flags, or otherwise howsoever, conveys working signals to the driver of a cableway.
- 1.8.4 "Chainperson, Grade I" means a Chainperson, Grade II with at least 18 months experience as such who has demonstrated to the employer or the employer's representative the ability to carry out cross-sectioning and competently use clinometers and compasses.
- 1.8.5 "Chainperson, Grade II" means a surveyor's labourer with at least 6 months' experience who has satisfied the surveyor with whom that person is working that he/she is capable of carrying out all basic functions as regards measurements, marking of lines, placing of pegs, marking of trees and care of equipment.

- 1.8.6 "Chief Cook" means an employee who has the supervision of the work and/or employees in any kitchen where there is more than one cook continually employed.
- 1.8.7 "Commission" means the Queensland Industrial Relations Commission.
- 1.8.8 "Concrete Worker" means an employee engaged in making concrete, conveying or handling material to or from concrete boards, or removing the finished product or placing or tamping same in position.
- 1.8.9 "Construction, Reconstruction, Alteration, Repair and/or Maintenance Work" -means and includes all work performed on site on Construction, Reconstruction, Alteration, Repair and/or Maintenance of works covered by the Award including new railways, duplication of existing railways, railway stations, workshops, engine shops, wayside equipment huts, sidings, deviations, relaying and renewal of rails and bridges, pipe lines, water towers, reservoirs, dams, barrages, weirs or similar structures, culverts, box culverts, bridges, overpasses and underpasses, kerbing, channelling, roads, traffic islands, concrete ornamental lakes and concrete ornamental gardens, retaining walls, wharves, piers, jetties and on land reclamation:
- Provided that for the purposes of clause 5.3.6 this definition shall not, in relation to dams, weirs and barrages, include the following classes of work:
- (a) Operation of the dam, weir or barrage;
 - (b) Construction or maintenance of tourist facilities;
 - (c) Gardening, grass cutting or other agricultural operations:
- Provided further that this definition shall exclude all building construction and maintenance work where it is done by employees of employers in the building industry who ordinarily engage persons under the Building Construction Industry Award - State.
- 1.8.10 "Cook" means an employee wholly or principally engaged in preparing or cooking any kind of food, such as poultry, fish, meat, vegetables etc. Employees engaged in cooking eggs or making toast, teas or bouillon or similar drinks, are not considered to be doing the work of a Cook.
- 1.8.11 "Cook's Offsider" means an employee engaged in assisting Cooks in any kitchen under the supervision of a Cook.
- 1.8.12 "Co-ordinating Inspector - Crown streams" means an employee of the Crown appointed as such and who has had wider experience than a Foreperson or Inspector and who is acting under the control and direction of the Supervising Engineer. Such employee may be required to direct the operations and supervise the work of 2 or more Inspectors.
- 1.8.13 "Crusher Feeders (big stone)" means persons operating a machine capable of crushing stones in excess of 609 mm in every direction.
- 1.8.14 "Diamond Drill Runner" - means an employee in charge of a rotary drilling machine engaged in drilling hard rock and associated over-burden by the process generally known as diamond drilling.
- 1.8.15 "Diamond drill runner's assistant" - A diamond drill runners assistant is an employee required to help a Diamond Drill Runner in the lowering and pulling of the drill rods and in other work around the machine.
- 1.8.16 "Double Articulated Vehicle" means a vehicle with 4 or more axles comprising a power unit (called tractor truck, prime mover etc.) and semi-trailer (called dolly-trailer) which is superimposed on the power unit, which in turn has a load-carrying semi-trailer superimposed upon the dolly-trailer, both semi-trailers and the power unit being coupled together by means of king-pins and revolving on turn-tables and are articulated whether automatically detachable or permanently coupled.
- 1.8.17 "Driller" means a person who takes charge of a shift of drilling operations but is responsible to the Head Driller.
- 1.8.18 "Foreperson - Crown streams" means an employee of the Crown on a day-labour job appointed as such and who carries out the work, under the control and direction of the Supervising Engineer, in accordance with the plans and specifications approved for such work.
- 1.8.19 "Form Setters' Assistant" means an employee assisting a Form Framers and/or Setter.
- 1.8.20 "Form Framers and/or Setter" means an employee who is engaged as such by the employer and who performs the work of framing and/or setting formwork for concrete.

- 1.8.21 "Head Driller" means a person who is in charge of the whole of the job of drilling operations and who takes personal control of one shift.
- 1.8.22 "Inspector- Crown streams" means an employee of the Crown on a contract job appointed as such and who acts under the control and direction of a Supervising Engineer to see that the work is carried out in accordance with the plans and specifications approved for such work.
- 1.8.23 "Instrument Hand" means a Chainperson Grade I appointed as such, who is considered competent and is required by the employer to set up a theodolite and use the telescope of the theodolite to control the position of a person or an object in relation to a fixed lie, set up a tripod fitted with a tribrach for use with prism targets associated with electronic distance measurement or total stations and operate electronic equipment to detect underground pipes and/or measure water depth, and who is responsible for the care of such equipment.
- 1.8.24 "Landscape Gardener" means a person who may be a tradesperson who is engaged in the construction of artificial landforms requiring the construction of internal superstructures such as, but not limited to, caves, hills, creeks or islands. The construction of these structures may require the use of complex, high level skills and experience which are not generally exercised in normal construction work. A Landscape Gardener may be required to recognise and select plant material for a range of landscape sites; establish and maintain this material in a healthy condition; interpret plans, drawings and specifications and sequence tasks on site; construct landscape features/elements, using a wide range of hard and soft landscaping materials; estimate and order materials as well as maintain appropriate records; use hand tools and mechanical equipment required in landscape construction; install irrigation and drainage systems; and combine all these skills to produce a functional aesthetic and well balanced landscape.
- 1.8.25 "Listed Disabilities" in respect of Construction, Reconstruction, Alteration, Repair and/or Maintenance Work includes:
- (a) climatic conditions where working in the open on all types of work;
 - (b) the physical disadvantages of having to climb stairs or ladders;
 - (c) dust blowing in the wind on construction sites;
 - (d) sloppy or muddy conditions;
 - (e) dirty conditions;
 - (f) drippings from newly-poured concrete;
 - (g) the disability of working on all types of scaffold other than a single plank or bosun's chair;
 - (h) the lack of usual amenities associated with factory work; and
 - (i) all other present disabilities not specifically compensated or allowed for by any other provision of this Award.
- 1.8.26 "Live Sewer Work" means work carried out in situations where there is direct aerial connections with such sewer through which sewerage is flowing. Where aerial connection with such sewer is blocked by a disc, plug, water seal or other means, the Live Sewer rate shall not apply.
- 1.8.27 "Making Roads" means the construction and/or maintenance of roads and clearing or doing work in or in connection with the construction and/or maintenance of roads.
- 1.8.28 "Miner" means an employee employed at the face in any drive in any formation or in excavating or sinking any Shaft which is to be greater than 4.572 m in depth in any formation, or any employee employed in excavating or working at the bottom of such Shaft, or any employee employed underground in filling in Shafts or drives, or any employee engaged in preparing any such drive or Shaft for concrete or any employee using hammer and drill in any Shaft. Persons using explosives or engaged in tunnel or Shaft timbering or de-timbering shall be deemed to be Miners.
- 1.8.29 "Occupational Safety Officer - Crown streams" - varying grades - means an employee of the Crown appointed as such and who has satisfactorily completed or is undertaking an approved course of study and/or has considerable practical experience in the civil construction or related field acceptable to the Chief Executive of the Department. Such employee shall be subject to the control and direction of the Supervising Engineer/Branch Head and is responsible for all aspects of occupational safety:
- Provided that the Occupational Safety Overseer shall have satisfactorily completed an approved course of study.
- 1.8.30 "Overseer - Crown streams" means an employee of the Crown appointed as such who has had wider experience than a Foreperson or an Inspector who has satisfactorily completed or is undertaking an approved course of study acceptable to the Chief Executive of the Department and who is acting under the control and direction of the Supervising Engineer.

Such employee may be required to direct the operations and supervise the work of 2 or more Foremen.

- 1.8.31 "Pipe Layer" means an employee engaged in setting up, laying and jointing, under wet or dry conditions, all sizes of earthenware, concrete, cast iron, wrought iron, and/or steel pipes and fittings of 76 mm diameter and over, with lead, cement, insertion, or other material required for caulking.
- 1.8.32 "Powder Monkey" means an employee engaged in cutting or making up charges, charging or firing holes, or one who conveys explosives to Miners or other employees.
- 1.8.33 "Refuse Tip Supervisor" means an employee who, in addition to the duties of a tip attendant is responsible for the day-to-day operation of a refuse tip. The duties of this position will include responsibility for opening and closing of gates, weighing of commercial loads, collection and remittance of fees and direction of other employees and members of the public in relation to the position and management of the tip face and surrounds.
- 1.8.34 "Rigger" means a person who is responsible for the rigging and the safety of rigging involved in the erection, placing in position or dismantling of any structure, structural steel, plant, equipment or material (other than scaffolding) that requires the erection of tackle involving the use of wire or fibre rope or other gear for the purpose of lifting or moving any thing.
- 1.8.35 "Senior Overseer - Crown streams" means an employee of the Crown appointed as such who has had not less than 5 years' experience as an Overseer or Co-ordinating Inspector and who has satisfactorily completed an approved course of study acceptable to the Permanent Head of the Department. Such employee will act under the control and direction of the Supervising Engineer in directing the operations of 2 or more day labour operations or contracts.
- 1.8.36 "Shaft" means any circular or rectangular excavation over 1.524 m deep for the purpose of access to an underground level not being a Trench.
- 1.8.37 "Soil Testers - Crown streams" are employees of the Crown as follows:
- (a) "Soil Tester" means an employee who has served 12 months as an adult trainee Soil Tester or as a junior Soil Tester 20 years of age and over or another person who has attained a satisfactory standard of competence and efficiency as assessed by the principal materials officer or the project engineer (Water Resources Commission) or the district engineer or the materials engineer (Division of Main Roads), employed on soil-testing duties who has not attained a formal qualification in such a discipline from a recognised tertiary education institution, and is not pursuing an approved course of study leading to such qualification as part of the employees' employment contract.
 - (b) "Senior Soil Tester" means an employee who has been employed as a Soil Tester for not less than 3 years or another person who has attained a satisfactory standard of competence and efficiency in carrying out all tests required in a laboratory or part of a laboratory, in a district office, the Brisbane laboratory or in the field as assessed by the principal materials officer or the project engineer (Water Resources Commission) or the district engineer or the materials engineer (Division of Main Roads) as the case may be. Such person must be able to control staff, arrange and co-ordinate work of other employees under this Award, keep records of samples and tests, make reports and instruct trainees and juniors.

An employee shall be appointed as a Senior Soil Tester by the general manager, development division (Water Resources Commission) or the divisional engineer or the materials engineer (Division of Main Roads), as the case may be, subject to:

- (i) Fulfilling the requirements set out above; and
 - (ii) A certificate from the engineer or the officer in charge responsible for that person's control that the person has satisfied such requirements and is otherwise not unsuitable for appointment.
- (c) "Supervising Soil Tester" means an employee who has been employed as a Senior Soil Tester for at least 12 months or another person who has equivalent knowledge and experience as assessed by the general manager, development division (Water Resources Commission) or the divisional engineer or the materials engineer (Division of Main Roads), as the case may be.

Appointment as a Supervising Soil Tester by the general manager, development division (Water Resources Commission) or the divisional engineer or the materials engineer (Division of Main Roads), as the case may be, shall be subject to:

- (i) Fulfilling the requirements set out above;

- (ii) A certificate from the engineer or the officer in charge responsible for that person's control that there is a need for the appointment of a Supervising Soil Tester;
- (iii) A certificate from the engineer or the officer in charge responsible for that person's control that that person has satisfied such requirements and is not otherwise unsuitable for appointment;
- (iv) Being in charge of a laboratory, or part of a laboratory, wherein at least 5 other employees under this Award, work under that person's direction and control.

(d) "Adult Trainee Soil Tester" means an employee 21 years of age or over who has not been previously engaged in this class of work, who will undergo training for a period of not less than 12 months by working full-time under the supervision of a Soil Tester, Senior Soil Tester, Supervising Soil Tester of engineer.

1.8.38 "Timberperson" means an employee employed in preparing and setting out timber to be used in the operation of sinking a Shaft or driving a tunnel, or employed in preparing and setting out or in setting out and fixing timbering in any Trench which is greater than 1.5424 m in depth, when such timbering is for the purpose of excavation of such Trench; the term also includes an employee engaged in detimbering any such Trench.

1.8.39 "Tool Sharpener" is an employee whose duties are to dress or sharpen picks, jumpers, drills, moils, gads and other tools used in construction.

1.8.40 "Town" means an acknowledged residential centre with at least a hotel, official post office and general domestic shopping facilities.

1.8.41 "Trench" or "Open-cut" means a continuous excavation for the purpose of laying pipes, except for "headings" or blocks of earth not exceeding 914 mm in width to support the sides of the Trench. The excavation through such blocks shall not be classed as tunnelling. Where surface obstructions prevent the continuity of trenching, such obstructions may be tunnelled under, but the time engaged on tunnelling shall be paid for as mining.

1.8.42 "Tunneller 1" means an experienced tunneller who is engaged underground in the work of drilling, charging, firing, operating mucking loaders, timbering, placing steel supports, rock bolting, concrete vibrator hand, concrete gun operator or tending concrete chutes and conveyor belts.

1.8.43 "Tunneller 2" means an employee engaged underground in the work of assisting Tunneller 1, car spotter, brakeperson, operators of rotary car dumps, members of a bull gang or an employee carrying out any other general underground labouring in the course of tunnel excavation operations.

1.8.44 "Union" means the Unions listed in clause 1.7.

1.8.45 "Wet Places" - places are deemed to be wet:

- (a) When water other than rain is dropping from overhead so that the clothing of the workers employed there will become saturated with water; or
- (b) Where a worker works without protective waterproof footwear in water and/or slush underfoot to a depth exceeding 50 mm:

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given.

2.2 Facilitative provisions

2.2.1 The implementation of facilitative provisions of this Award which require the agreement of the majority of employees affected shall be in accordance with the procedures set out clause 2.2.2.

2.2.2 Procedures to implement facilitative Award provisions

(a) Facilitative Award provisions such as hours of work - day/shift, meal breaks, 10 ordinary hours, staggered starting and finishing times, spread of hours and working outside 6.00 a.m. to 6.00 p.m. can be negotiated between management and employees who are directly affected by such proposals.

Employees may be represented by their local Union delegate/s and have the right to be represented by their local Union official/s.

(b) Facilitative Award provisions can only be implemented by agreement.

(c) Facilitative Award provisions cannot be imposed by employers onto employees or vice versa.

(d) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.

(e) All employees directly affected must be consulted as a group regarding the proposal, before any agreement can be reached.

(f) Any agreement reached must be documented, and must incorporate a review period. A copy of the Agreement must be forwarded to the relevant Union delegate/s and State official/s.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

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

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

3.2 Grievance and dispute settling procedure

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

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

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

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

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

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

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

4.1 Contract of employment

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

Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); or
- (c) Casual (as prescribed in clause 4.3).

4.2 Part-time employment

Part-time work can be performed by agreement in the circumstances specified in the Family Leave Award and the Family Leave Award - Queensland Public Sector.

4.3 Casual employment

- 4.3.1 A casual employee shall be paid 23% in addition to the ordinary Award rates of pay for the class of work upon which such employee is engaged. Each daily engagement shall stand alone, with a minimum payment as for 4 hours' work made in respect to each engagement. Where applicable, a casual employee shall be further entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays.
- 4.3.2 A casual employee shall be further entitled to payment of any applicable Award allowances based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification.

4.4 Trainees

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

4.5 Anti-discrimination

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

(b) Sexual harassment; and

(c) Racial and religious vilification.

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

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

4.5.4 Nothing in clause 4.5 is to be taken to affect:

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

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

4.6 Mixed functions

4.6.1 An employee engaged for a total of more than 4 hours on any day or shift on duties carrying a higher rate than the employee's usual classification shall be paid the higher rate for the entire day or shift.

4.6.2 An employee engaged for 4 hours or less on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the time so worked.

4.7 Incidental or peripheral tasks

4.7.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.

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

4.7.3 Any direction issued by an employer pursuant to clauses 4.7.1 and 4.7.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.8 Termination of employment

4.8.1 Statement of employment

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

4.8.2 Termination by employer

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

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

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

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

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

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week's notice or forfeiture of a maximum of one week's pay in lieu thereof.

4.8.4 *Time off during notice period*

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

4.9 **Introduction of changes**

4.9.1 *Employer's duty to notify*

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

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

4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests

4.10 **Redundancy**

4.10.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.

- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.10.2 *Transfer to lower paid duties*

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

4.10.3 *Transmission of business*

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

4.10.4 *Time off during notice period*

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

4.10.5 *Notice to Centrelink*

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

4.10.6 *Severance pay*

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

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

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

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

4.10.7 *Superannuation benefits*

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

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

4.10.8 *Employee leaving during notice*

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

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

4.10.9 *Alternative employment*

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

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

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

4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

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

(c) to casual employees.

4.10.12 *Employers exempted*

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

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.10.13 *Exemption where transmission of business*

(a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

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

(b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 *Incapacity to pay*

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

4.10.15 *Queensland Government Departments and Agencies*

The provisions of clause 4.10 will not apply to employees of Queensland Government Departments and Agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to s. 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.10.

4.11 Redundancy - Employees Engaged on Civil Construction Work

Notwithstanding the provisions contained in clauses 4.8 and 4.10 relating to termination and redundancy, the following provisions shall apply to employees on Civil Construction work.

4.11.1 *Definition of Redundancy*

Redundancy means a situation where an employee ceases to be employed by an employer, respondent to this Award, other than for reasons of misconduct or refusal of duty. "Redundant" has a corresponding meaning.

4.11.2 *Redundancy Pay*

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all Continuous Service (as defined) with the employer provided that any service prior to 22 November 1993 shall not be counted as service unless the employee is made redundant by the employer.

Period of continuous service with an employer	Redundancy/Severance Pay
1 year or more but less than 2 years	2.4 weeks' pay for all service in excess of 1 year, 1.75 hours per pay completed week of service up to a maximum of 4.8 weeks' pay.
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours per pay completed week of service up to a maximum of 7 weeks' pay.
3 years or more but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay.
4 years or more	8 weeks' pay:

Provided that an employee employed for less than 12 months shall be entitled to a redundancy/ severance payment of 1.75 hours per completed week of service if, and only if redundancy is occasioned otherwise than by the employee.

"Weeks' pay" means the ordinary time rate of pay at the time of termination for the employee concerned.

4.11.3 *Continuous Service*

For the purpose of this clause service shall be deemed to be continuous notwithstanding an employees absence from work in any year of their employment as a consequence of:-

- (a) Paid sick leave;
- (b) Illness or accident up to maximum of 4 weeks after the expiration of paid sick leave;
- (c) Workers Compensation up to a maximum of 26 weeks;
- (d) Annual Leave;
- (e) Long Service Leave;
- (f) All other absences taken with the employer's approval;
- (g) The period during which the employment of the employee with the employer shall have been interrupted in accordance with clauses (b) and (f) shall not be taken into account in calculating the period of employment of the employee with the employer;
- (h) In the event of disagreement with the above matter shall be referred to the Commission for determination.

4.11.4 If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.

4.11.5 Any period of service as a casual shall not entitle an employee to accrue service in accordance with this clause for that period.

4.11.6 Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

4.11.7 An employer bound by this Award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:-

- (a) payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the Award benefit whichever the greater but not both; or
- (b) where a fund, which has been established pursuant to an agreement between Unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall receive the fund payment or the Award benefit whichever is greater but not both.

4.11.8 *Employee leaving during notice*

An employee whose employment is terminated in accordance with this clause may terminate such employment during the period of notice and, if so, shall be entitled to the same provisions of this clause as if the employee remains with the employer until expiry of such notice.

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

4.11.9 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
- (i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.11.10 *Employees of Government Departments*

Employees of Government Departments shall be paid redundancy payments either under the policy for Management of Redundancy in the Queensland Public Sector of the Queensland Government, or, in accordance with the provisions contained in this clause, whichever is more favourable to the employees concerned.

4.12 Continuity of service - Transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications

5.1.1 *Construction Worker New Entrant to CW3*

Relativity to tradesperson:	Relativity
(New Entrant)As Defined	%
CW1 After 3 months in the industry	85
CW2 :After 12 months in the industry	88
CW3 :As detailed below	90
	92.4

A Construction Worker Level 3 (CW3) works under general supervision in one or more skill streams contained within this Award.

An employee at CW3 will:

- have successfully completed, in accordance with RPL principles, a Construction Skills test equivalent to 16 modules of structured training; or
- have successfully completed a relevant structured training program equivalent to 16 modules (inclusive of AVTS training).

Skills and Duties

An employee at CW3 level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 main skill streams contained within this Award.

An employee at this level:

- 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; and
- has a qualification in First Aid.

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

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

The CW3 classification incorporates the following broadbanded Award classifications:

- Employees not otherwise classified
- Other Kitchen Employees (Construction Projects)
- Driller (i/c of shift on Water Wells) over 300m
- Head Driller (Water Wells) Up to 300m/Diamond Drill - Runners Assistant
- Driller (i/c shift Sub-art Bores) 300m to 600m
- Land Reclamation etc Wall Builder (Panel 1.8m)
- Surveyors' Chainman Grade II
- Driller (i/c shift Sub-art Bores) over 600m
- Surveyors Labourers
- Cook's Offsider (Construction Projects)
- Driller (i/c of shift on Water Wells) Up to 300m
- Driller (i/c shift Sub-art Bores) Up to 300m
- Head Driller (Water Wells) over 300m
- Head Driller (i/c shift Sub-art Bores) Up to 300m
- Land Reclamation etc Concrete Worker
- Surveyors' Cooks
- Head Driller (Sub-art Bores) over 600m
- Head Driller (i/c Sub-art Bores) 300 to 600m
- Mobile Concrete Pump Line Hand

Construction Maintenance and General Workers Grades 1 and 2

Construction, Maintenance and General Workers Grade I, shall include:

- labourers
- yardpersons
- camp attendants
- maintenance persons
- rat and vermin destroyers
- urinal cleaners
- scavengers and flushers
- gardeners labourers
- nightsweepers and night flushers
- gully cleaners
- market attendants
- spallers
- watchpersons (Railways)

Construction, Maintenance and General Workers Grade II, shall include:

- bitumen, tar or asphalt workers
- Concrete Workers
- operator of dumpy wagon
- operators using hand held power or compressed air driven tools (such as bitumen tar or emulsion sprayers, boring machines, jackhammers, pavement breakers and clay spades, pavement cutters and grinders, rammers and tampers, saws and mowers, knapsack type vermin or herbicide sprayers
- sanitary labourers

- Tool Sharpeners
- steel fixers and/or benders (other than employees covered by grade iv)
- excavation labourers (depth over 1.524m and less than 4.572m) sinking trial holes and/or Shafts and/or Trenches including foundations for bridges culverts or other structures
- assistants at premix asphalt batching and mixing plants
- road line marker operators
- treeloppers
- gardeners
- sanitary labourers
- camping ground supervisor/ranger
- traffic counters/estimators
- labourers in wet drains
- watchpersons (excluding Railways)
- sewerage maintenance persons
- bellpersons
- crusher feeders on small stone crushers
- top pile driving top person

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 4. Where possible, an employee at Levels 1, 2 and 3 shall be provided with access to accredited structured training approved by CTQ.

5.1.2 Construction Worker Level 4 (CW4) - Relativity to Tradesperson - 96%

A Construction Worker Level 4 (CW4) works under limited supervision in one or more skill streams contained within this Award. A CW4 will:

- have completed in accordance with RPL principles a Construction Skills Test equivalent to 20 modules of structured training; or
- have completed relevant structured training equivalent to 20 modules (inclusive of AVTS training).

Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

An employee at this level may be part of a self-directed Work Area Team (WAT) and may be responsible for the supervision of one or more employees working at CW1 level.

An employee at this level:

- can interpret plans and drawings relevant to the employees' functions;
- assists with the provision of on-the-job training;
- assumes responsibility for allocating tasks within a Work Area Team within the area of the employee's skill 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 Work Area Team; and
- applies quality control techniques to the employees' own work and other employees within the Work Area Team.

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

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

The CW4 classification incorporates the following broadbanded Award classifications:

Civil and earthmoving plant etc stream

- Hoist and Winch Drivers

- Mechanical Equipment Assistant Service Persons

Civil construction etc stream

- Adult Trainee Soil Tester
- Head Driller (Sub-art Bores) Over 600m
- Operator on ride-on mower/tractor fitted with manufacturers implement (less than 2000cc)
- Form Setters Assistant
- Gearman or Derickman
- Cooks (Construction Projects)
- Surveyors' Chainman Grade 1
- Land Reclamation etc Powder Monkey

Construction, Maintenance and General Worker Grade 3 and 4:

Construction, Maintenance and General Worker Grade 3, shall include:

- setters-up
- Pipe Layers, caulkers and joiners
- wall builder and/or stone pitcher
- store attendant
- operator of concrete vibrator or vibrating screed
- operators using power driven machines (such as guniting machines, sand blasters, concrete pumps or pressure grouters, motor mowers "rideon" self propelled type up to 12 hp, pavement cutting or grinding machines, kerb and channel making machine, concrete mixer (over .099 cubic metres), self propelled vibrating roller)
- sprayers - bitumen, tar, emulsion
- operator of rubber tyre wagon drill having piston diameter of not less than 50mm or more than 115mm
- topperson (pile frame)
- pump attendant (35mm diameter outlet and over)
- bridge labourers (skilled)
- bridge painters and tarrers
- drivers tender
- crusher feeder (by stone)
- sheet pile machine driver
- gardeners on bedding grafting and propagating
- employees engaged on mosquito eradication
- operator of ride on steel wheeled roller less than 2,000cc
- liner-up
- assistant scaffolder
- traffic controller - Construction Sites (excluding employees of employers whose substantial function and character is that of providing security services, but who, to varying degrees and on an as required basis, provide their employees to work as traffic controllers on construction sites pursuant to a contract between the employer and the authority undertaking road construction work)

Construction, Maintenance and General Workers Grade 4, shall include:

- concrete finisher
- scaffolder (licensed)
- Powder Monkey
- steel fixer and/or bender working from sketch, plan or blue-print
- operator of track mounted rifle bar-rotation, 101mm to 139mm diameter piston drill
- operators of any motor powered floating plant (including barges, punts, pontoons, or boats)
- tifer machine operator
- refuse tip supervisor
- operator of skid-steer loader less than 2,000cc

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 5.

Junior Soil Testers

Percentage of Adult Trainee
Soil Tester Rate
%

16 Years of age and under with no previous experience	45
17 Years of age with no previous experience	55
17 Years of age and under with a minimum 12 months experience	65
18 Years of age with no previous experience	65
18 Years of age with a minimum 12 months experience	75
19 Years of age with no previous experience	75
19 Years of age with a minimum 12 months experience	85
20 Years of age with no previous experience	85
20 years of age with a minimum 12 months experience	100

5.1.3 Construction Worker Level 5 (CW5) - Relativity to tradesperson - 100%

A Construction Worker Level 5 (CW5) works individually or in a team environment in one or more skill streams contained within this Award. A CW5 will:

- have successfully completed a relevant trade apprenticeship or its AVTS equivalent; or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test for this level; or
- have successfully completed a total of 24 modules of structured training (inclusive of AVTS training),

any one of which shall qualify the employee as a Construction Worker *Level 5*.

Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

An employee at this level may be responsible for the supervision of one or more employees working at CW1, CW2, CW3 or CW4 level.

An employee at this level:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises measuring and calculation skills at a higher level than *CW4*;
- exercises discretion within the scope of this grade;
- performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
- is able to inspect products and/or materials for conformity with established operational standards; and
- assists in the provision of on-the-job training.

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

- allocates functions within a Work Area Team;
- production sequencing and materials handling of a level more advanced than *CW4*;
- trade skills associated with certificated trades within the scope of this Award;
- has a sound understanding of the construction process, and
- operates and maintains plant, machinery and equipment.

The CW5 classification incorporates the following broadbanded Award classifications:

Civil and earthmoving plant etc stream:

Operator - Grade 1 shall include:

- Pneumatic Tyred Tractor without powered attachments up to 70Kw brake power
- Pneumatic Tyred Tractor with powered attachments up to 35Kw brake power
- Crawler Tractor without powered attachments up to 4,536kg shipping weight
- Crawler Tractor with powered attachments up to 2,721kg shipping weight
- Powered Vibrating Road Roller up to 4 tonne
- Powered Road Roller up to 8 tonne
- Pile Driving Machine

Operator - Grade 2 shall include:

- Forklift
- Hydraulic Mobile Platform

Civil construction etc stream:

- Operator of Batching Plant
- Ganger Class B - Water Supply - Construction or Maintenance and on surface sewerage construction
- Bridge Carpenter
- Form Framers and/or Setter
- Landscape Gardener
- Tunneller - 2
- Land Reclamation etc Dredge Operator
- Land Reclamation etc Stone Pitcher
- Diamond Drill Runners
- Surveyors' Instrument Hands
- Cooks (Construction Projects) Chief Cooks
- Operators of automotive ride-on type linemarkers
- Driver of Motor Vehicle up to 6.09 tonnes
- Mobile Concrete Pump Operator

Construction, Maintenance and General Workers Grade 5, shall include:

- Miner
- Timberperson
- dogperson (licensed)
- operator of track mounted independent rotation 101mm-139mm diameter piston drill
- operator of truck, track or wheel mounted down hole hammer or rotary earth (auger type) drill
- Rigger (licensed)
- splicer (licensed)
- licensed drainer
- operator of premix asphalt batching and mixing plant
- operator of self propelled ride-on mower over 12hp
- operator of concrete mixing/dumping units (eg Mosquito 06)
- operator of skid-steer loader, 2,000cc and over
- operator of articulated skid-steer loader, models 2,000 and over

An employee at this level may be undergoing training so as to qualify as a Construction Worker *Level 6*.

5.1.4 Construction Worker Level 6 (CW6) - Relativity to tradesperson - 105%

A Construction Worker Level 6 (CW6) works in one or more skill streams contained within this Award. A CW6 will:

- have successfully completed an additional 3 modules of relevant structured training in addition to the requirements of CW5; or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of 27 modules of relevant structured training,

either of which shall qualify the employee as a Construction Worker Level 6.

Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 main construction skill streams contained within this Award.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;

- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team; and
- exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than CW5.

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

- exercises precision trade and non-trade skills using various materials and specialised techniques at a higher level than CW5;
- operates, and maintains plant, machinery and equipment; and
- is able to plan construction sequencing.

The CW6 classification incorporates the following broadbanded Award classifications:

Civil and earthmoving plant, etc stream

Operator - Grade 3 shall include:

- Grader up to 35Kw brake power
- Scraper Loader under 10 cubic metres struck capacity
- Excavator up to .5 cubic metre capacity
- Front-end or overhead Loader up to 2.25 cubic metres
- Pneumatic Tyred Tractor without powered attachment over 70 and up to 150 Kw brake power
- Pneumatic Tyred Tractor with powered attachment over 35 and up to 110 Kw brake power
- Crawler Tractor without powered attachment over 4,536kg shipping weight
- Crawler Tractor with powered attachment over 2,271kg and up to 18,144kg shipping weight
- Powered Vibrating Road Roller over 4 tonne
- Pneumatic Tyred Powered Road Roller over 8 tonne
- Mechanical Equipment Servicemen
- Backhoe Operator
- Driver of Mobile Crane up to 15 tonne

Civil construction etc stream

- Diver
- Foreman Pile Drivers
- Ganger Class A - Water Supply/Shift Bosses
- Tunneller - 1
- Senior Chainman Grade 11
- Soil Tester
- Ganger: Work other than Water Supply etc. In charge of more than 10 employees

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 7.

5.1.5 *Construction Worker Level 7 (CW7) - Relativity to tradesperson - 110%*

A Construction Worker Level 7 (CW7) works in one or more skill streams contained within this Award. A CW7 will:

- have successfully completed an additional 3 modules of relevant structured training in addition to the requirements of CW6; or
- have successfully completed, in accordance with RPL principles, a Skills Test equivalent to the requirements of 30 modules of relevant structured training,

either of which shall qualify the employee for a Construction Worker Level 7.

Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 skill streams contained within this Award.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades 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
- works under limited supervision either individually or in a team environment.

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

- exercises precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW6;
- operates, and maintains complex plant, machinery and equipment; and
- is able to plan complex construction sequencing.

The CW7 classification incorporates the following broadbanded Award classifications:

Civil and earthmoving plant, etc stream

Operator - Grade 4 includes:

- Grader over 35 Kw brake power
- Scraper Loader over 10 cubic metres struck capacity
- Excavator over .5 cubic metres
- Front-end or overhead Loader over 2.25 cubic metres
- Pneumatic Tyred Tractor with powered attachment over 110 Kw brake power
- Crawler Tractor with powered attachment over 18,144kg shipping weight
- Mobile Crane Driver 15-100 tonnes
- Side Boom /pipelayer up to 220kw (295hp)

Civil Construction, Etc Stream

- Senior Chainman Grade 1
- Soil Tester (Experienced)

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 8.

5.1.6 *Construction Worker Level 8 (CW8) - Relativity to tradesperson - 115%*

A Construction Worker Level 8 (CW8) works in one or more skill streams contained within this Award. A CW8 will:

- have successfully completed an additional 3 modules of relevant structured training in addition to the requirements of CW7; or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of 33 modules of relevant structured training,

either of which shall qualify the employee for a Construction Worker Level 8.

Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 skill streams contained within this Award.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers; and
- works under limited supervision either individually or in a team environment.

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

- operates plant, machinery and equipment at a higher level of skill than CW7;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7
- implements quality control techniques; and
- plans complex construction sequencing;

The CW8 classification incorporates the following broadbanded Award classifications:

Civil and earthmoving plant, etc stream

- Operator of Grader - Final Trim
- Side boom/Pipe Layer over 220 Kw (295HP)

Civil construction, etc stream

- Senior Soil Tester

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 9.

5.1.7 *Construction Worker Level 9 (CW9) - Relativity to tradesperson - 120%*

A Construction Worker *Level 9 (CW9)* works in one or more skill streams contained within this Award. A CW9 will:

- have successfully completed an additional 1.5 modules of relevant structured training in addition to the requirements of CW8; or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of 34.5 modules of relevant structured training,

either of which shall qualify the employee for a Construction Worker Level 9.

Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 skill streams contained within this Award.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides training in conjunction with supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports;
- contributes to the design of work, and the application of labour; and
- assists in the supervision or organisation of Work Area Teams.

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

- works on plant, machinery and equipment at a higher level of skill than CW8;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW8;
- implements quality control techniques; and

- plans complex construction sequencing.

The CW9 classification incorporates the following broadbanded Award classifications:

Civil and earthmoving plant, etc stream

- Operator - Grade 5 shall include -
- Lofty and Tower Crane Driver

Civil construction, etc stream

- Supervising - Soil Tester
- Supervisor Grade 1

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 10.

5.1.8 *Construction Worker Level 10 (CW10) - Relativity to tradesperson - 125%*

A Construction Worker Level 10 (CW10) works in one or more skill streams contained within this Award. A CW10 will:

- have successfully completed an additional 1.5 modules of relevant structured training in addition to the requirements of CW9; or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of 36 modules of relevant structured training,

either of which shall qualify the employee for a Construction Worker *Level 10*.

Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 skill streams contained within this Award.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports; and
- contributes to the design of work, and the application of labour.

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

- works on plant, machinery and equipment at a higher level of skill than CW9;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW9;
- implements quality control techniques; and
- plans complex construction sequencing.

NB: Classification definitions for Levels 11, 12, 13 and 14 are to be developed by the industrial parties.

5.2 Wages

5.2.1 *Juniors*

Unless otherwise indicated the rate of pay for Juniors, unless employed in a position requiring the full adult rate of pay by doing a job normally expected of an adult, shall be at the rate of 75% of the adult rate of pay. A junior is defined as being less than 18 years of age.

5.2.2 *Weekly Wage Rates* - Existing industry employees shall be paid not less than the wage rates prescribed herein.

No existing employee's rate of pay shall be reduced as a result of the introduction of the following new classification structure:

Classification Level	National Building and Construction Industry Award Equivalent	Relativity %	Award Rate Per Week \$
New Entrant (as defined)	CW1 (a) (New Entrant): Upon commencement in the industry	85	597.50
CW1 - (After 3 months in the industry)	CW1 (b): After 3 months in the industry	88	610.00
CW2 - (After 12 months in the industry)	CW1 (c): After 12 months in the industry	90	618.40
CW3	CW1 (d): Upon fulfilling the substantive requirements of Construction Worker 1	92.4	628.30
CW4	CW2	96	643.40
CW5	CW3	100	662.10
CW6	CW4	105	683.00
CW7	CW5	110	703.80
CW8	CW6	115	722.70
CW9	CW7	120	743.70
CW10	CW8	125	764.40
CW11	CW9	130	785.30
CW12	CW10	135	806.10
CW13	CW11	140	827.00
CW14	CW12	145	847.80

5.2.3 *Mobile crane capacity adjustment* - For every 5 tonnes in excess of 20 tonnes an amount of \$2.70 shall be added to the rate prescribed for CW7.

5.2.4 *Vehicle tonnage allowance* - For each complete 1.01 tonnes over and above 5.08 tonnes - \$0.90 per week extra shall be paid.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

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

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

5.3 Allowances

- 5.3.1 *Site allowances* - The employer shall not be compelled to pay a site allowance on any site unless application has been made to the Commission and the Commission being satisfied that special and compelling circumstances exist which were not contemplated within existing Award provisions including the Construction Etc. allowance in clause 5.3.6, has amended the Award accordingly.

In such circumstances where the Commission determines the quantum of the allowance unless otherwise ordered by the Commission such allowance shall cease to exist upon the completion of the project. Site allowance shall not be payable for normal operations or maintenance work.

- 5.3.2 *Wet weather* - Subject to the stand down provisions contained within s. 98 of the Act, all time lost through wet weather shall be paid for, provided the employees turn up on the work and hold themselves in readiness. The supervising officer or other person under whose direction the employees are working shall decide whether or not it is too wet to work.

- 5.3.3 *Waterproof clothing* - Employees who are compelled to work in rain shall be supplied with oilskin coats or other suitable covering.

When employees are prevented by wet weather from following their usual avocation, unless the employees are willing to undertake training as directed by the employer or to perform during such wet weather any work the employer may direct them to do they shall not be entitled to payment for such time lost.

When an employee is required to perform work in the rain and by so doing gets wet clothes, the employee 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:

Provided that employees entitled to payment under clause 5.3.3 shall not be entitled to payment under clause 5.3.11.

- 5.3.4 *First aid allowance* - A qualified employee appointed by the employer to perform first aid duty shall be paid \$13.50 per week in addition to ordinary rates.

- 5.3.5 *Leading hands* - Where employees are appointed by the employer to be in charge of other employees the following allowances shall be paid:

	Per Day \$
When in charge of 2 - 9 other employees	4.80
When in charge of 10 or more other employees	6.34

The above allowances shall operate pending impact of the National Skills and Rates Matrix from the Federal Civil Construction Awards.

The leading hand allowances referred to above shall be taken into consideration for all purposes of this Award.

- 5.3.6 *Construction, Reconstruction, Alteration, Repair and/or Maintenance Work allowance*

- (a) In addition to the rates prescribed by this Award all employees with the exception of Form Framers and/or Setters and Form Setters' Assistants whilst actually engaged on Construction, Reconstruction, Alteration, Repair and/or Maintenance Work on site shall be paid an allowance at the rate of \$24.60 per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award, to compensate for Listed Disabilities.

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

- (i) operation of the dam, weir or barrage;
- (ii) construction or maintenance of tourist facilities;
- (iii) gardening, grasscutting or other agricultural operations.

- (b) Surveyors' Labourers, Chainpersons and/or Instrument Hands working in the open (other than on site on Construction, Reconstruction, Alteration, Repair and/or Maintenance Work) and thereby being subject to adverse conditions such as working in isolated and under-developed locations, exposure to heat, cold, wind,

wetness, dust, mud, dirty conditions, and lack of amenities, shall be paid an allowance of \$24.60 per week, which shall be treated as part of the ordinary weekly wage for the purposes of this Award.

- (c) An employee receiving payment pursuant to clause 5.3.6 shall not be entitled to any payment in relation to dirt money or for work in Wet Places except in the case of employees working in water to a depth of 762 mm or more.
- (d) Employees shall not be entitled to this allowance where they are in receipt of an additional payment or disabilities allowance for specific projects.
- (e) Employees engaged in sewerage treatment plants and water treatment plants shall not receive payment pursuant to clause 5.3.6.

5.3.7 *Tool allowance* - Employees using their own tools shall be paid at the following rates in addition to their ordinary rate of pay when engaged on the following work:

	Per Week
	\$
Bridge construction	24.70
Form framing and setting	24.70
Laying bricks, pavers and blocks	17.50
Plastering/rendering	20.40
Draining, painting	5.90

Except as herein provided all tools required shall be supplied by the employer to the employee; but the employee shall be liable for any damage done to such tools wilfully or by reason of negligence.

5.3.8 *Dog allowance*

- (a) Any employee of the Department of Main Roads who supplies a proficient guard dog, subject to the approval of the Director-General, shall be paid an allowance of \$9.10 per week:

Provided that such guard dog shall be used for the patrol and security of the employer's premises.

- (b) Such allowances shall be paid to the employee concerned during absences on annual leave and paid sick leave.
- (c) If any such guard dog, through no fault of its master is killed on guard duty work, the employer shall reimburse the employee to the extent of the sum of \$100 payable for each dog approved by the Director-General of Main Roads:

Provided that if such guard dog is replaced with the approval of the Director-General of Main Roads, the costs incurred by the employee of a new guard dog in regard to agitation training, and the necessary replacement of leads, choker chains and collars, shall be reimbursed by the employer to the extent of the sum of \$75.

- (d) The onus of proving that the dog was not killed through the fault of the employee shall be upon the employee making such claim.

5.3.9 *Live sewer work* - Employees engaged on Live Sewer Work or cleaning septic tanks shall be paid at the rate of time and a-half:

Provided that:

- (a) Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines and connections thereto, shall be paid not less than 4 hours at the appropriate rate prescribed for such work. All time involved in travelling to and from such operations shall be deemed to be time worked for the purposes of clause 5.3.9.
- (b) The provisions of clause 5.3.1 and 5.3.6 (Site Allowance and Construction, Reconstruction, Alteration, Repair and/or Maintenance Work allowance) shall not apply to employees engaged on Live Sewer Work or cleaning of Septic Tanks.

5.3.10 *Bitumen work* - An employee spraying or handling tar, bitumen or asphalt or dipping materials in such substances or in creosote, or handling metal, wood or blocks affected by such material shall be paid 70.85 cents per hour extra.

5.3.11 *Swing scaffold* - An employee required to work from any type of swing scaffold or any scaffold suspended by rope or cable, bosuns chair, or a suspended scaffold requiring the use of steel or iron hooks or angle irons shall be paid the appropriate allowance set out below corresponding to the level at which the anchors or bracing, from which the stage is suspended, has been erected. Such allowance shall be paid for a minimum of 4 hours work or part thereof:

Height of Bracing	First 4 hours \$	Each additional hour \$
1-30m	4.10	84.35c
30-60m	5.26	\$1.10
60-90m	6.23	\$1.2645
90-120m	10.21	\$2.11

Provided that an apprentice with less than 2 years' experience shall not use a swing scaffold or bosun's chair, and further provided that tenderer when working off a swing scaffold shall receive an additional 16.45 cents per hour.

Payments are in recognition of the disabilities associated with the use of swing scaffolds.

5.3.12 *Height work*

(a) An employee working on a bridge, chimney stack, spire, radio or television mast or tower, Shaft, tower or similar structure, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres 55.75 cents per hour with 58.95 cents per hour additional for all work above each 15 metres:

Provided that height allowance shall not be payable to an employee working on a bridge deck after permanent installation of the bridge parapets has been completed.

(b) An employee working on other structures (e.g. a water or sewerage treatment plant, pumping station, power house, smelter potroom, ore treatment plant, mineral processing plant, cement mill, or pulp mill) where the construction exceeds 15 metres in height shall be paid the allowance prescribed in clause 5.3.12(a).

5.3.13 *Wet places*

(a) Employees working in Wet Places shall be paid \$4.43 per day in addition to the rates prescribed by this Award.

(b) The foregoing allowance for Wet Places shall not be payable in addition to the allowance prescribed in clause 5.3.6 for construction etc. disabilities or that payable under clause 5.3.15.

5.3.14 *Confined space* - An employee required to work in a confined space shall be paid 70.85 cents per hour or part thereof. ('Confined space' means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient natural ventilation.)

5.3.15 *Working in water* - Employees who are required to work in water to a depth exceeding 762 mm shall be paid \$1.67 per hour, with a minimum payment of \$3.34 in addition to the rates prescribed by this Award.

This allowance is payable in lieu of that prescribed for working in clause 5.3.13 (Wet places).

5.3.16 *Articulated vehicles and towing trailers*

(a) Employees driving a motor vehicle to which a trailer is attached shall be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

\$2.37 per day when drawing a loaded single axle trailer;

\$1.40 per day when drawing an empty single axle trailer;

\$3.05 per day when drawing a loaded trailer with more than one axle;

\$1.73 per day when drawing an empty trailer with more than one axle:

Provided that:

- (i) When on any day an employee drives a motor vehicle drawing an empty and a loaded trailer the employee shall be paid for that day the extra rate applicable for such loaded trailer.
- (ii) Not more than one trailer shall be attached and drawn at any one time.
- (iii) The extra payment prescribed above shall not apply to employees driving Articulated Vehicles or machinery floats and/or low loaders.

- (b) Employees driving Articulated Vehicles shall be paid an extra \$8.50 per week.
- (c) Employees driving Double Articulated Vehicles shall be paid an extra \$15.30 per week.
- (d) Employees driving machinery floats and/or low loaders shall be paid \$15.00 per week extra.

5.3.17 An employee driving an item of plant on a public road to which a caravan is attached shall be paid at the rate of 24.85c per hour or part thereof in addition to the employees' rate of wages prescribed therein.

5.3.18 *Plant operators - Burning off* - Where plant operators are required to stack partly burnt logs with plant equipment for reburning purposes during clearing operations they shall be paid \$2.92 per day in addition to their ordinary rates.

5.3.19 *Employees removing flood debris* - Employees engaged in removing flood debris from bridges shall be paid 75c per day in addition to their ordinary pay.

5.3.20 *Noxious weed eradication* - Truck Drivers engaged in the destruction of noxious growth such as pear, burr and groundsel and in charge of the operation, shall be paid \$3.60 per week in excess of their ordinary rate of wages.

5.3.21 *Truck crane or straddle unloader* - Any employee required to operate a truck crane or straddle unloader shall be paid \$2.76 a day in addition to the wage rates prescribed in this clause.

5.3.22 *Skid-steer loader implements* - Any employee operating a skid-steer loader fitted with manufacturers' implements, excluding combination bucket or angle blade, shall be paid an allowance of \$1.73 per day for each day or part thereof in addition to the prescribed rates.

5.3.23 *Using own bicycles* - Employees who are required to use their own bicycles in the performance of their work shall be paid an allowance of \$1.20 per week.

5.3.24 *Employees removing dead animals* - Employees removing dead horses and cattle shall be paid \$1.89 per day in excess of the rates of wages prescribed by this Award, whilst so employed.

Employees removing dead animals other than above shall be paid 53c per day in excess of the rates of wages prescribed by this Award, whilst so employed. This shall not apply to any employee removing dead vermin arising in the course of the employees' ordinary employment.

5.3.25 *Motor vehicle allowance* - Surveyors' Labourers, Chainperson or Instrument Hands who, in addition to their normal duties, are required to drive motor vehicles, shall be paid an additional amount of 90.35c per hour or part thereof whilst so engaged, such amount to be calculated on a daily basis and to form part of their ordinary weekly wage rates.

5.3.26 *Scaffolding work - Surveyors' labourers* - Any surveyors' labourer, Chainperson or Instrument Hand who, in addition to normal duties, is required to exercise the knowledge and skill required to erect scaffolding shall be paid an additional amount of 90.35c per hour or part thereof whilst so engaged, such amount to be calculated on a daily basis and to form part of the ordinary weekly wage rates.

5.3.27 *Standby allowance* - An employee required to remain on call during any day or night, outside of ordinary working hours, shall be paid \$14.48 for each day, and/or night, during which the employee remains on call.

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

Provided that if any such employee whilst on call is required to perform any other work for which rates of pay are fixed by this Award, the employee shall be paid for the time so worked at the appropriate overtime rate prescribed by this Award in lieu of the above rate and the standby allowance in clause 5.3.27 shall be reduced by

an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours:

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

5.3.28 *Special allowance* - In addition to the wage rates prescribed in this Award all employees shall be paid a special allowance of \$7.70 per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award.

Such allowance acknowledges National Standards existing in the Civil Construction Industry in relation to rates of pay and allowances and is not to be subject to adjustment during the life of this Award.

5.3.29 *Rubbish and sanitary operations allowance*

(a) Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$1.9865 per hour whilst directly engaged on refuse collection work.

(b) Drivers of sanitary vehicles and their assistants shall be paid an additional amount of \$2.3345 per hour whilst directly engaged on such work.

(c) Where an employee is primarily engaged in refuse or sanitary collection, the allowances prescribed by clause 5.3.29 shall be treated as part of the ordinary weekly wage for all purposes of this Award.

5.4 Site and disability allowances

5.4.1 *Additional Payment - Construction workers - Weipa* - In addition to all payments otherwise due, employees employed on or in connection with construction work in the Weipa area shall be paid an amount of \$35.70 per week of 38 hours which shall be taken into consideration for the purposes of calculating annual leave, public holidays, sick pay and long service leave pay:

Provided that the full \$35.70 per week additional payment shall be taken into consideration in the computation of overtime payments, annual leave pay, public holiday pay, sick pay and long service pay.

5.5 Owner-drivers

5.5.1 Owner-drivers using their own motor vehicles shall be paid at the rate applicable to a driver of the appropriate class of vehicle as set out in clause 5.2 plus the ordinary District or Divisional allowances and in addition a hire rate in accordance with Schedule 1 to this Award to compensate for the fixed and operational costs of the vehicle.

5.5.2 Owner-drivers of vehicles in excess of 10 tonnes claiming the excess kilometre rate as set out in Schedule 1 to this Award shall submit to the employer daily, details of the actual kilometres running on the work of such employee; and

Owner-drivers whilst on annual leave, and on days not worked by mutual arrangement (including sick leave, holidays as mentioned in clause 7.6 of the Award, long service leave) and during stoppages owing to wet weather, shall be paid at the rate applicable to a driver of that class of vehicle as contained in clause 5.2.

5.5.3 In the case of an owner-driver working overtime, overtime rates shall be paid on the wage of the driver and the use of the truck shall be paid in accordance with the "hire" rate as set out in Schedule 1 to the Award.

5.5.4 Where owners and users of motor vehicles are employed as casual employees they shall be paid a rate of 23% in excess of their ordinary rate as prescribed in clause 5.2 in addition to the hire rate as set out in Schedule 1 to the Award.

5.6 Occupational superannuation

5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 *Contributions*

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

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

- (b) Regular Payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.6 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the Fund other than the remission of contributions as prescribed herein.

5.6.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.6.3(c)) approved for the purposes of clause 5.6 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.5. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible Employee" - means any employee who has been employed by the employer during 4 consecutive weeks and who has worked a minimum of 38 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.6.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupation superannuation funds in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, as amended from time to time.
- (d) "Ordinary time earnings" (which for the purposes of the *Superannuation Guarantee (Administration) Act 1992* will operate to provide a notional earnings base) means the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (e.g. First aid, laser safety officer), multi storey allowance, district/location allowance, piecework rates, underground allowance, award site allowances, asbestos eradication allowance, leading hand allowances, in charge of plant allowance, fares and travelling allowances (as contained in clause 3.5 (4)) and supervisory allowances where applicable. The term includes any regular overaward pay as well as casual rates received for ordinary hours of work. All other allowances and payments are excluded.

5.6.4 Approved Funds

For the purposes of this Award an approved fund shall be:

- (a) Sunsuper.
- (b) AUSTQ.
- (c) C+BUSS.
- (d) BUSSQ.

- (e) Civil Contractors Federation Superannuation Trust.
- (f) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (g) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
- (h) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (i) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.6 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (j) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as a Union whose registered list of callings incorporates any of the classification/s of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.6.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.6.2 up to and including the date of that determination.

In the event of any dispute over whether any fund complies with the requirements of clause 5.6, the onus of proof shall rest upon the employer.

5.6.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.6.4(e), and 5.6.4(f) shall be determined by a majority decision of employees.
- (b) Employees to whom clause 5.6 apply who as at 1 January 1992 are members of an established fund covered by clause 5.6.4 shall have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a fund as provided for elsewhere in 5.6.4 has application.
- (c) The initial selection of a fund recognised in 5.6.4 shall not preclude a subsequent decision by the majority of employees in favour of another recognised fund where the long term performance of the fund is clearly disappointing.

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

5.6.7 *Enrolment*

- (a) Each employer to whom clause 5.6 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.6.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund; and
 - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with this clause shall:
 - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefits of the contributions prescribed in clause 5.6.2.
- (c) Where an employer has complied with the requirements of clause 5.6.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form, then that employer shall:
 - (i) Advise an eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employees' entitlement to the occupational superannuation benefit prescribed by clause 5.6.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which such completed and signed application form/s is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.6.7(c)iii submit both to the Chief Industrial Inspector, Brisbane and to the Union whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.6.7(c)(i) and 5.6.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.6.7(a)(iii) the employer shall be obliged to make contributions as from the date an employee became an "eligible employee" thereafter provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where an eligible employee fails to complete, sign and return an application form/s within such period of 28 days of clause 5.6.7(c) shall apply.

5.6.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.6.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.6.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.6.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6.8 excepting that resort to this provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant Fund.

5.6.9 Exemptions

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.
- (b) Clause 5.6 does not apply to Crown employees where the Q-Super Scheme established by the *Superannuation (State Public Sector) Act 1990* is mandatory for eligible employees of the Crown and other instrumentalities.

5.7 Payment of wages

- 5.7.1 Subject to clause 5.7.2, all employees shall be paid at least once in every fortnight, and where reasonably practicable, in the employer's time and at the office of the employer or on the job as may be mutually arranged. Not more than 4 days pay shall be kept in hand in the case of fortnightly payment otherwise not more than 2 days pay shall be kept in hand.
- 5.7.2 Where practicable, all wages shall be paid by electronic funds transfer directly into an employee's account in any financial institution with EFT facilities nominated by the employee and prior to normal ceasing time on the nominated pay day.
- 5.7.3 In the case of dismissal of an employee or of an employee leaving the service of the employer after the prescribed notice has been given, the employee shall be paid all wages due within 15 minutes of ceasing work otherwise payment at ordinary rates shall be made up to the time payment is affected.
- 5.7.4 In the event of any employee leaving without notice the employee shall be paid all wages due as soon as practicable, and in any event on Town jobs within 24 hours and on country jobs within 48 hours of the termination of employment, and if the employee is not so paid the employee shall for such time as shall elapse between the termination of employment and payment of all moneys due to the employee be paid at the ordinary rate of wages but such employee shall not be entitled to payment for more than 8 hours in any one day:

Provided that where the employer is prevented by flood, fire, or other causes beyond the employer's control from making payment within the prescribed time, waiting time shall not be payable.
- 5.7.5 The employer shall, on the request in writing of any employee, pay to the relevant Union, out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.
- 5.7.6 *Guarantee of wages* - Where a contract to be performed under this Award is given by any Department, Board, Authority or employer, bound by this Award, such Department, Board, Authority or employer shall be responsible for the payment of all wages due to employees by contractors to such Department, Board, Authority or employer up to the extent of the contract.

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

6.1 Hours of work and shift work

6.1.1 Day workers

- (a) Subject to clause 6.2, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The ordinary hours of work prescribed shall be worked Monday to Friday inclusive.

- (c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks between 6.00 a.m. and 6.00 p.m.

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

Provided further that work done outside the hours of 6.00 a.m. to 6.00 p.m. in these circumstances shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of this clause 6.1.

- (d) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees concerned.
- (e) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

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

Provided further that by arrangement between an employer, the Union concerned and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (i) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
 - (ii) proper health monitoring procedures being introduced;
 - (iii) suitable roster arrangements being made; and
 - (iv) proper supervision being provided.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (g) The span of ordinary hours set out in clause 6.1.1(c) shall not apply to street sweepers and/or cleaners including operators of street sweeping and flushing machines, mechanical brooms etc.

The starting and finishing times of these employees shall be determined by the employer based on the requirements of the work.

When these employees are required to work ordinary hours before 6.00 a.m. or after 6.00 p.m. they shall be paid a loading of 25 percent on their ordinary time rate for all such time worked prior to 6.00 a.m. or after 6.00 p.m.

- (h) When an employer considers it necessary on account of tidal or flood waters, or to cater for the needs of industry, including safety vehicular traffic, concrete pours, asphalt laying and/or geographical factors such as seasonal climatic extremes, etc. to work employees in the civil construction Etc. or Crown streams outside the span of ordinary working hours, such work may be done outside the span of ordinary working hours without payment of overtime provided the ordinary number of working hours determined in any one day is not exceeded and work is performed only during daylight hours.
- (i) Cooks - Department of Main Roads - The ordinary hours of Cooks shall be between 5.00 a.m. to 8.00 p.m.

6.1.2 *Hours for shift workers*

- (a) The ordinary working hours of continuous shift workers and shift workers whose work is connected with or incidental to any continuous process shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days:

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

For the purposes of clause 6.1.2:

- (i) "Day shift" shall commence at or after 6.00 a.m. and before 12 noon;
- (ii) "Afternoon shift" shall commence at or after 12 noon and before 6.00 p.m.;
- (iii) "Night shift" shall commence at or after 6.00 p.m. and before 6.00 a.m.
- (iv) "Continuous shift work" means work that is continuous for 24 hours per day for an unbroken period of one lunar month, or 28 days, except in the case of floods or breakdowns or shutting down for holidays:

Provided that by mutual consent provision may be made for the rotation of shifts.

(b) A shift shall consist of not more than 10 hours inclusive of crib time:

Provided that:

- (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned; and
- (ii) by agreement between an employer, the Union concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - (A) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
 - (B) proper health and monitoring procedures being introduced;
 - (C) suitable roster arrangements being made; and
 - (D) proper supervision being provided.
- (iii) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

6.1.3 *Hours - Other than continuous shift workers*

This applies to shift workers other than those referred to in clause 6.1.2. Subject to clause 6.2 the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a period not exceeding 7 consecutive days; or
- (b) 76 hours within a period not exceeding 14 consecutive days; or
- (c) 114 hours within a period not exceeding 21 consecutive days; or
- (d) 152 hours within a period not exceeding 28 consecutive days;
- (e) The ordinary hours shall be as defined in clause 6.1.2(a) and worked continuously except for meal breaks. An employee shall not be required to work for more than 5 hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

Provided that:

- (i) the ordinary hours of work prescribed herein shall not exceed 10 hours on any day;
- (ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned; and
- (iii) by agreement between an employer, the Union concerned and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (A) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
- (B) proper health and monitoring procedures being introduced;
- (C) suitable roster arrangements being made;
- (D) proper supervision being provided.

6.1.4 *Shift penalties*

- (a) In addition to ordinary rates 15 % shift allowance shall be paid for each afternoon and night shift worked pursuant to clause 6.1:

Provided that this extra shift rate shall not apply to shift work performed on a Saturday and Sunday where the under mentioned rates apply.

- (b) All ordinary time worked on Saturday and Sunday by employees as provided by clause 6.1.2 and 6.1.3 not being overtime within the meaning of clause 6.4 shall be paid for at the rate of time and a-half the ordinary rate between midnight Friday and midnight Sunday.

- 6.1.5 Arrangements different from those shown above in clause 6.1 may be made by agreement between the respective Union and the employer.

- 6.1.6 Notwithstanding subclauses 6.1.1, 6.1.2, 6.1.3, 6.1.4 and 6.1.5 additional hours of work provisions for employees of Gladstone Area Water Board - Awoonga Dam Site are prescribed in Schedule 3.

6.2 **Implementation**

- 6.2.1 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

- 6.2.2 Subject to the provisions of clause 6.2, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

- 6.2.3 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- 6.2.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

- 6.2.5 Arrangements different from those shown above in clause 6.2 may be made by agreement between the respective Union and the employer.

6.3 **Procedures for enterprise level discussions**

- 6.3.1 The employer and all employees in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.

- 6.3.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance clause 6.2.

- 6.3.3 The outcome of such consultation shall be recorded in writing.

- 6.3.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- 6.3.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- 6.3.6 After implementation of the 38 hour week, upon giving 7 days notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.3, including clause 6.3.5.
- 6.3.7 Emergencies - The employer shall have the right to change any roster in emergency circumstances arising from causes outside of the employer's control which involve the possibility of physical danger to employees or plant.
- 6.3.8 Arrangements different from those shown above in clause 6.3 may be made by agreement between the respective Union and the employer.

6.4 Overtime

- 6.4.1 All overtime worked shall be recorded on time sheets on the day following the day that such overtime is worked, and payment for any overtime worked shall subject to such recording be claimed, adjusted, and made at the next ensuing date for payment of such employee.
- 6.4.2 Except as hereinafter provided all authorised work performed outside the normal starting and ceasing times as prescribed by roster established pursuant to clause 6.1, on any one day, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that all authorised overtime performed on a Saturday or its equivalent shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 3 hours' payment at overtime rates:

Provided further that all authorised overtime performed on a Sunday or its equivalent shall be paid for at the rate of double time with a minimum of 3 hours' pay at overtime rates.

6.4.3 *Shift work*

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

6.4.4 *Public holidays*

All time worked on the public holidays set out in clause 7.6 outside the ordinary working hours, prescribed by a roster or usually worked on the day of the cycle on which the holiday is kept, shall be paid for at double the rate prescribed by this Award for overtime when worked outside such working hours on an ordinary working day.

6.4.5 *Call back or recall to duty*

- (a) Where an employee is recalled to perform duty after completion of the employee's normal or prescribed hours or after completion of the employee's rostered shift and having left the job site or on a rostered day off shall be paid for a minimum of 4 hours' work at the appropriate overtime rate for each time the employee is so recalled:

Provided that, except in the case of unforeseen circumstances the employee shall not be required to work the full 4 hours if the job for which the employee has been recalled is completed within a shorter period; however, should the employee be called out again within that 4 hour period, no further minimum payment shall apply to that work which shall be separately paid for at appropriate overtime rates.

- (b) Clause 6.4.5(a) shall not apply in cases where it is customary for an employee to return to the job site out of hours to perform a specific task where standard overtime rates would apply.
- (c) Overtime worked in the circumstances specified in clause 6.4.5 shall not be regarded as overtime for the purposes of clause 6.4.6 where actual work is less than 2 hours on such recall or on each of such recalls:

Provided further that where employees are called out, work between midnight and 6.00 a.m. shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7.00 a.m. Saturday with a minimum of 4 hours.

6.4.6 *Rest period after performing overtime duty*

An employee who works so much overtime:

- (a) between the termination of the employee's ordinary work on one day or shift, and the commencement of ordinary work on the next day or shift that the employee has not at least 10 consecutive hours off duty between these times;
- (b) or on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the employees' next ordinary day or shift;

shall subject to clause 6.4.6, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If on the instructions of the employer such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double rates until released from such duty for such period and be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 6.4.6 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (i) for the purpose of changing shift rosters; and
- (ii) where a shift worker does not report for duty; and
- (iii) where a shift is worked by arrangement between the employees themselves.

6.5 Meal breaks

6.5.1 *Day work* - All employees shall be entitled to a meal break of not less than one-half hour to be taken between the 4th and 6th hours from their ordinary starting time each day.

Except as hereinafter provided double time shall be paid for all work done during meal breaks and thereafter until a meal break is taken.

Employees performing ordinary work in excess of 8 hours and up to 10 hours per day shall be entitled to a meal break of not less than one-half hour and not more than one hour to be taken at or about the 5th hour from the ordinary starting time each day.

The duration of a meal break having been determined as the recognised meal break may be altered by either the mutual agreement between the employer and the employees or by the employer in the case of a situation requiring continuity of the work on the project or program:

Provided that between the 4th and 6th hours from starting time:

- (a) the time of taking a scheduled meal break or rest pause by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations; and
- (b) an employer may stagger the time of taking a meal break and rest pause to meet operational requirements.

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

6.5.3 *Overtime* - Any employees who are required to continue work after their normal or rostered ceasing time shall be entitled to a 30 minute crib break after 2 hours or after one hour if overtime continues beyond 6.00 p.m.

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

6.5.4 *Meal breaks during week-end overtime* - Any employee required to work overtime on a Saturday or Sunday or their equivalent beyond the 5th hour of such overtime shall be entitled to an unpaid meal break of 30 minutes.

Should an employee be required to continue such overtime beyond 9 hours, there shall be an entitlement to a further break of 30 minutes for which no deduction of pay shall be made.

After each further 4 hours of overtime, such employee shall be entitled to a 45 minute break for which no deduction of pay shall be made, provided that the employee is required to continue working thereafter.

6.5.5 *Meal allowance* - An employee, other than an employee living in camp, who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$9.60 in lieu thereof, after more than 2 hours or after more than one hour if overtime continues beyond 6.00 pm and subsequently at all paid breaks referred to in clause 6.5.3.

Further, in connection with overtime performed on Saturdays or Sundays or their equivalent, the employer shall supply a reasonable meal at the employer's expense at all paid breaks prescribed in clause 6.5.4 or pay to the employee \$9.60 per meal in lieu thereof.

Where notice of intention to work overtime has been given and an employee has provided for a meal or meals and such overtime is not worked such person shall be paid the \$9.60 for each meal so provided.

6.6 Rest pauses

All employees, shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary and may be taken in a manner which results in both rest pauses being combined into one rest period of 20 minutes per day.

6.7 Travelling time - Recall to work

6.7.1 Employees employed on leaks or bursts, or other work of an urgent nature, when called out after hours, shall be allowed not less than one hour's travelling time, and all fares shall be paid by the employer.

6.7.2 Employees employed in repairing mains shall be allowed travelling time and all fares shall be paid by the employer.

6.8 Travelling arrangements where camp provided

6.8.1 While employees are obliged to reside in a camp the following compensation for travelling shall apply:

- (a) employees who are transported or offered transport from the camp to the job site and return shall not be entitled to receive payment for travelling;
- (b) where the employees are not transported or are not offered transport from the camp to the job site and return they shall be entitled to travelling on the following basis:
 - (i) for all travelling time in excess of 1/2 hour up to and including 1 hour per day they shall receive half the travelling rate specified in clause 8.1.2;
 - (ii) all travel in excess of 1 hour per day will be at the full rate expressed in clause 8.1.2;
 - (iii) all employees required to travel outside the radius expressed in clause 8.1.3 shall be paid in accordance with clause 8.1.3.

6.8.2 Where a camp or caravan is situated:

- (a) Within a radius of 150 km of the principal Post Office in the nearest Town employees will be transported to and from such centres on a weekly basis by the employer.
- (b) Outside a radius of 150 km of and within a radius of 300 km of the principal Post Office in the nearest Town the employees will be transported to and from such centre on a fortnightly basis by the employer.
- (c) Outside a radius of 300 km of the principal Post Office in the nearest Town the employees will be transported to and from such centre on a 4 weekly basis by the employer.

- 6.8.3 Travelling time between the camp or caravan and the principal Post Office in the nearest Town is to be paid for at ordinary rate.
- 6.8.4 The ordinary working hours shall be 38 in each week exclusive of travelling time provided for in clause 6.8.
- 6.8.5 The ordinary hours of duty including the starting and ceasing times may be arranged by mutual agreement between the employer and the Union provided that the number of ordinary hours worked shall not exceed 38 per week in the case of employees covered by clause 6.8.2(a), or 76 per fortnight in the case of employees covered by clause 6.8.2(b), or 152 per 4 weekly cycle in the case of employees covered by clause 6.8.2(c).
- (a) The appropriate notice by either party to terminate any agreement reached in accordance with clause 6.8.5 shall be as follows -
- (i) In the case of clause 6.8.2(a) - 1 week;
 - (ii) In the case of clause 6.8.2(b) - 2 weeks;
 - (iii) In the case of clause 6.8.2(c) - 4 weeks.
- 6.8.6 Where transport between the camp or caravan and the principal Post Office in the nearest Town is not provided by the employer and the employee agrees to use the employee's own vehicle, the employee shall be paid \$0.44 per kilometre travelled.
- 6.8.7 Employees using their own vehicles pursuant to clause 6.8.6 and who agree to transport stores and/or other materials between the camp or caravan and the recognised centre shall be paid travelling time at overtime rates.
- 6.8.8 Clause 6.8 shall not act to reduce any existing arrangements relating to travelling between the principal Post Office in the nearest Town and camps or caravans that have been made between the employer and any group of his/her employees which are more favourable.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:
- (a) not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and
 - (b) not less than 4 weeks in any other case.
- 7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must be paid for by the employer in advance:
- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.2, at that excess rate; and
 - (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, calculated in accordance with clause 7.1.5.
- 7.1.5 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed in clause 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) leading hand allowance prescribed in clause 5.2;
 - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (c) Clause 7.1.5(c) does not apply to the following:
 - (i) any period or periods of leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 1 month notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.1.8 Such annual leave will be exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

7.1.9 Annual shut down - An employer may close down an enterprise for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster:

Provided that by agreement with the majority of employees concerned, an employer may close down an enterprise for a period of at least 14 consecutive days including non-working days and grant the balance of annual leave due to the employee(s) by mutual arrangement.

7.1.10 Employees of Gladstone Area Water Board - Awoonga Dam site, annual leave provisions are prescribed in Schedule 3.

7.2 Sick leave

7.2.1 Entitlement

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

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

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

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

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

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

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Absenteeism Control Measures*

- (a) Sick Leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty.

It is an insurance to protect the employee and the employees' family against hardship should he be unable to continue in the employees' normal occupation and should be only so utilised.

- (b) This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of this clause.
- (c) At the end of each 3 monthly period or such other period as presently applies the employer shall review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause for reasonable concern.
- (d) Any employee with an unsatisfactory record shall be interviewed by the employer in the presence of the industrial organization representative if the employee so requests. If the discussion with respect to the absences does not provide satisfactory reason for the absences, then a letter of warning is to be sent to the employee.
- (e) If no improvement is observed in the next period, the employee is to be again interviewed (as in (d) above), and if the interview results in unsatisfactory reasons being given, then a second letter of warning is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence.
- (f) If the above action still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.
- (g) The above procedure does not operate to withdraw the employers' right to take termination action or other disciplinary action against any employee is that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that period was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

7.2.6 *Workers' compensation*

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

7.3 **Bereavement leave**

7.3.1 Full-time and part-time employees

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

7.3.2 Long-term casual employees

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

7.3.3 "Immediate family" includes:

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

7.3.4 Unpaid leave

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.5.3 Crown Employees

The provisions of the Family Leave Award - Queensland Public Sector apply to employees of Queensland Government Departments.

7.6 Public holidays

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

- the 1st January;
- the 26th January;

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

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

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

7.6.4 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

(a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.

(b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

(c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.

(d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.

(e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.5 *Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.6 *Stand down*

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

7.6.7 *Substitution*

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 will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.7 Jury service

- 7.7.1 Employees required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 7.7.2 Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service, and shall provide their employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.
- 7.7.3 Employees of the State of Queensland will be entitled to Jury Service in accordance with Directive Number 5/01 or any amendment thereto made in accordance with the *Public Service Act 1996* and any subsequent amendments thereto.

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

8.1 Fares and travelling time

The following fares, allowances and/or travelling time in clause 8.1 shall be paid to employees for being required to report daily to a depot or designated job site or sites respectively in the employee's own time and except where specifically referred clause 8.1 by the employee's own means and to cease at such depot or job site or sites respectively

- 8.1.1 *Permanent depots/workshops* - No fares or travelling time shall be paid to any employee who is engaged on a full-time basis to work at any permanent depot or workshop owned/operated by the employer:

Provided that transportation during working hours shall be provided by the employer in the case of an employee who is usually required to start and finish each day at a permanent depot or workshop but who during the course of the working day is required to work at various job sites:

Provided further that employees other than those living in camp, who are required to report to work more than 5 km from the depot to which they usually report, shall be transported by the employer from the depot to the job and return and the actual time occupied in such travelling shall be paid for at ordinary rates. Notwithstanding the above, employees required to use their own vehicles in lieu of employer's transport, shall be paid 83c per kilometre in addition to travelling time.

Subject to the above employees required by the employer to travel from their depot to a camp or caravan and return in their own time whether in their own vehicle or in the employer's transport, shall be paid travelling time at ordinary rates.

An employer may have more than one such permanent depot or workshop:

Provided that a temporary or portable workshop, office, or garage erected at or near the site of a particular job expected to be of a duration not exceeding 2 years and for use solely during the duration of that job shall not be deemed to be a permanent depot or workshop for the purpose of clause 8.1.1:

Provided further, an employee may be transferred from one permanent depot or workshop to another, but the duration of the transfer shall be expected to exceed 2 years or not be deemed to be permanent transfer for the purposes of clause 8.1.1.

- 8.1.2 *Radial areas* - With the exception of the circumstances referred to in clause 8.1.1, employees employed on work located within a radius of 50 kilometres from the GPO Brisbane, or the principal Post Office of the nearest Town to the job site shall be paid \$15.40 per day:

Provided that when an employee's place of work is a site located more than 75 kilometres from the GPO Brisbane, or the principal Post Office of the nearest Town by the nearest practicable route but still within the 50 kilometres radius an allowance of 44c per kilometre each way shall be paid for the distance travelled exceeding 75 kilometres in addition to the \$15.40 per day prescribed above.

- 8.1.3 *Outside radial areas* - With the exception of the circumstances referred to in clause 8.1.1 employees travelling daily from inside any radial area in clause 8.1.2 to a job outside that area, shall be paid:

- (a) the allowance prescribed in clause 8.1.2; and
- (b) in respect of travel from the designated radius to the job and return to that radius:
 - (i) the time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "on site" rates to the next quarter of an hour with a minimum payment of one-half an hour per day for each return journey;
 - (ii) any expenses necessarily and reasonably incurred in such travel, which shall be 39 cents per kilometre where the employee uses their own vehicle.
- (c) *Residing outside radial areas* - An employee on such a job whose residence is outside the radial areas prescribed in clause 8.1.3 shall be entitled to the provisions of clause 8.1.3 (b)(i), but not clause 8.1.3 (b)(ii).

8.1.4 *Travelling between radial areas* - The provisions of clause 8.1.3(c) shall apply to an employee who is required by the employer to travel daily from one of those radial areas mentioned in clause 8.1.3(b) to an area, or another area, mentioned in clause 8.1.3(b).

8.1.5 *Provision of transport*

- (a) Subject to clause 8.1.5(b) and clause 8.1.5(c) the payments prescribed in clause 8.1 except the additional payment referred to in clauses 8.1.3 and 8.1.4 and prescribed in clause 8.1.3 (b)(ii) shall not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home to the employees' place of work and return:

Provided that any transport supplied is equipped with suitable seating accommodation, etc. in accordance with the relevant legislation.

- (b) The relevant fares allowance prescribed in clause 8.1 shall not be payable in respect of any day on which the employer provides a vehicle free of charge to the employee and pursuant to the contract of employment the employee is required by the employer to drive such vehicle from the employee's home to the place of work and return.
- (c) Time spent by an employee travelling from the employee's home to the employee's place of work and return outside ordinary hours shall not be regarded as time worked for any purpose of this Award and no travelling time payment shall be made in respect thereof except to the extent provided in and in accordance with clauses 8.1.3 and 8.1.4 and clauses 8.2 and 6.4.2:

Provided that clauses 8.1.5(b) and 8.1.5(c) shall have no application in the case of an employee directed by their employer to pick up and/or return other employees to their homes.

8.1.6 *Work in fabricating yard* - When an employee is required to perform prefabricated work in an open yard and is then required to erect or fix on site, the provisions of clause 8.1 shall apply.

8.1.7 *Requirements of transfer* - As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

8.1.8 *Transfer during working hours* - An employee transferred from one site to another during working hours shall be paid for the time occupied in travelling and, unless transported by the employer, shall be paid reasonable cost of fares by most convenient public transport between such sites:

Provided that where an employer requests an employee to use the employee's car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 83 cents per kilometre.

8.1.9 *Daily entitlement* - The travelling allowances prescribed in clause 8.1 shall not be taken in to account in calculating overtime penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employers requirements works or reports for work or allocation of work.

8.2 **Living away from home - Distant work**

8.2.1 *Qualification*

An employee shall be entitled to the provisions of clause 8.1 when employed on a job or construction work at such a distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night under the following conditions:

- (a) the employee is not in receipt of relocation benefits through the Commonwealth program;
- (b) the employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
- (c) the employee on being requested by the employer informs the employer, at the time of engagement, that the employee maintains a separate place of residence from the address recorded on the job application.

Subject to clause 8.2.2 an employee is regarded as bound by the statement of the employee's address and no entitlement shall exist if unknowingly to the employer the employee wilfully and without duress made a false statement in relation to the above.

8.2.2 *Employee's address*

- (a) The employer shall require and the applicant employee shall provide the employer with the following information, in writing, at the time of engagement:
 - (i) the address of the place of residence at the time of application; and
 - (ii) the address of the separately maintained residence, if applicable:

Provided however, that the employer shall not exercise undue influence, for the purpose of avoiding its obligations under the Award, in persuading the prospective employee to insert a false address.
- (b) No subsequent change of address shall entitle an employee to the provisions of clause 8.2 unless the employer agrees.
- (c) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof of the employee's usual place of residence.
- (d) The address of the employee's usual place of residence and not the engagement shall determine the application of clause 8.2.

Any dispute arising in respect of clause 8.2 shall be referred to the Commission.

8.2.3 *Entitlement* - Where an employee qualifies under clause 8.2.1, the employer shall either:

- (a) provide the worker with reasonable board and lodging; or
- (b) pay an allowance of \$390.20 per week of 7 days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be \$55.80 per day:

Provided that the foregoing allowances shall be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Commission for determination; or
- (c) in circumstances prescribed in clause 8.3 provide camp accommodation and messing constructed and maintained in accordance with clause 8.3.

"Reasonable Board and Lodging" means lodging in a well kept establishment with 3 adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or twin room.

8.2.4 *Travelling expenses* - An employee who is sent by the employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of clause 8.2 shall not be entitled to any of the allowances prescribed by clause 8.1 for the period occupied in travelling from the employee's usual place of residence to the distant job, but in lieu thereof shall be paid:

- (a) *Forward journey*
 - (i) For the time spent in so travelling at ordinary rates up to a maximum of 8 hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).

(ii) For the amount of a fare on the most common method of public transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting the employee's tools if such is incurred.

(iii) For any meals incurred while travelling at \$9.60 per meal:

Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within 2 weeks of commencing on the job and who does not forthwith return to the place of engagement.

(b) *Return journey* - An employee shall, for the return journey, receive the same time, fares and meal payments as provided in clause 8.2.4(a), together with an amount of \$18.40 to cover the cost of transporting the employee and their tools from the main public transport terminal to the employee's usual place of residence. Subject to further order this allowance shall not be payable to employees engaged on weekly hire:

Provided that the above return journey payments shall not be paid if the employee terminates or discontinues employment within 2 months of commencing on the job, or if the employee is dismissed for incompetence within one week of commencing on the job, or is dismissed for misconduct.

(c) *Departure point* - For the purposes of clause 8.2, travelling time shall be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

8.2.5 *Daily fares allowance* - An employee engaged on a job which qualifies the employee to the provisions of clause 8.2 and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed by clause 8.1.

8.3 Camp allowance or accommodation

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

(a) Such employee shall be paid a camping allowance of \$13.80 for each day (including Saturday and Sunday) he lives in camp.

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

An employee who returns home or is otherwise absent from camp for not more than 2 nights during such week but who is not absent from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for each of the normal working days.

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

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

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

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

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

(ii) All accommodation shall be lined and ceiled with such material as will facilitate washing of walls and ceilings.

(iii) The floor shall be covered with suitable floor covering.

- (iv) Each unit, caravan or compartment shall be fully enclosed and shall have a door which can be locked and each occupant shall be supplied with a key which shall be returnable on vacating the unit, caravan or compartment.
 - (v) Each unit, caravan or compartment shall be fitted with weatherproof windows or louvres and shall be screened to prevent the entry of insect pests.
 - (vi) Each unit, caravan or compartment shall be supplied with the following fixtures and furnishings for each occupant:
 - (A) A wardrobe of minimum dimensions of 500mm depth 600mm width and 1800mm height.
 - (B) A single household type bed with either rubber, foam or innerspring mattress with a pillow and loose detachable, washable covers for mattress and pillow. Such covers shall be washed after being used by any person prior to being issued to any other employee. The bed shall have minimum dimensions of 900mm width and 1930mm length.
 - (C) At least 3 coat hooks.
 - (D) A mirror.
 - (E) A towel rack.
 - (vii) In addition each hut, unit, caravan or compartment will be equipped with the following:
 - (A) One table.
 - (B) One chair or bench seat per employee.
 - (C) One ceiling light and 2 3 point sockets to which electrical appliances may be connected.
 - (D) A broom and waste basket each of which shall be a personal issue.
 - (viii) All units and caravans shall be capable of being connected to electricity.
 - (ix) Wherever it is practicable, electric power shall be supplied at all established campsites either by connection to the local power supply or by generation of power on the site. However, if circumstances render the supply of electricity impracticable, then L.P. Gas or pressure lamps may be supplied in place thereof.
 - (x) Each unit or caravan shall have an awning attached thereto and such awning shall be the length of the unit or caravan and not less than 1.8 m in width and 2.1 m high and shall have a concrete or wooden floor.
 - (xi) Tents shall not be used as camping accommodation except in circumstances such as difficult terrain where it is not reasonably practicable to use accommodation of the type in this clause 8.3.2 and in such cases tent poles and floor boards shall be supplied.
- (b) Married living accommodation - Accommodation supplied for a married person with their spouse and/or family shall be of a standard at least equal to that of single person's accommodation prescribed by clause 8.3.
- (c) Laundry facilities - Where employees are required to live in an established camp, the employer shall provide:
- (i) One 55 L copper with stand together with a bench, wash trough or 2 wash tubs for every 8 employees or less, or
 - (ii) A washing machine and adequate supplies of hot water, on the basis of one washing machine for each 15 employees or lesser number, together with bench, wash trough or 2 wash tubs for each 8 employees or less.
- Suitable clothes drying facilities shall also be supplied.
- (d) Showers - Shower units with dressing space completely protected from the weather shall be provided at the ratio of one to every 8 employees or lesser number. Hot and cold water shall be available to each shower unit.

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

- (e) Wash basin - A wash basin of the stainless steel or porcelain type shall be supplied at the ratio of one per 8 employees or lesser number.
- (f) Toilets
 - (i) Toilets shall be provided at the ratio of one to every 8 employees and adequate supply of toilet paper shall be supplied.
 - (ii) Toilets shall be of the chemical or septic type unless in relation to the latter tests prove the ground unsuitable. Where pan type toilets are required to be used they shall be serviced at weekly intervals or less and adequate supplies of disinfectant shall be available at all times.
- (g) Communications - Where practicable every established camp site shall be in contact with medical facilities provided that when telephones are not available 24 hours radio contact shall be made available.
- (h) Postal facilities - All established camps shall have reasonable facilities for the adequate dispatch and receipt of mail.
- (i) Fire prevention - All camp sites are to be supplied with an adequate number of fire extinguishers of a suitable type. Such fire extinguishers shall be kept in good working order, and checked at regular intervals.
- (j) Shelter on job - Where a mobile lunch room is not provided a suitable tarpaulin or tent fly shall be supplied and erected by the employer wherein the employees may rest or eat their midday meal or shelter from sun or rain.
- (k) Supply of hot water - When the employees are at work the employer shall provide boiling water at meal times and also to enable them to make tea during the morning and afternoon rest periods.
- (l) Drinking water - An adequate supply of fresh drinking water shall be supplied to the camp site. Tanks or other units used to carry or store drinking water shall not be used for any other purpose and shall be kept clean and free from health hazards.
- (m) Camp attendant - In camps of over 30 persons the employer shall employ a camp attendant, and in all other camps, the employer shall provide labour for the purpose of maintaining the camp in a clean and hygienic condition.
- (n) Employees caravan facilities - Where the employer has established a camp site and provides facilities for employees living in their own caravans such facilities shall conform to the following standards:
 - (i) separate ablution and toilet facilities for men and women;
 - (ii) separate washing and drying facilities to be made available for men and women or separate times to be allocated for men and women to use the camp washing and drying facilities;
 - (iii) long grass and foliage around the area near the caravans to be cleared and kept clear;
 - (iv) electric power to be made available for connection to such caravans where such power is available.

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

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

concrete floor with suitable floor covering; 2 tables with adequate seating accommodation; and adequate ceiling lighting and 2 power points.

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

Where practicable, dining facilities shall be air-conditioned.

- (b) Unit cooking and dining - Where dining or kitchen facilities are not provided and food is required to be prepared in the accommodation unit, the following minimum requirements shall be installed on the basis that not more than 2 employees shall share the facilities as indicated:
- (i) electric or gas refrigeration of not less than 100 litres capacity per person;
 - (ii) one stainless steel sink;
 - (iii) one electric or gas stove with not less than 2 plates or burners with griller or oven;
 - (iv) adequate fly-proof cupboard space for the storing of food, cutlery, and cooking utensils.
- (c) Mess system - Where a gang of 20 employees or more prefer the mess system, the following provisions shall apply:
- (i) The employer shall allow the wage of one employee at the minimum rate of a catering employee as contained in clause 5.2 herein, toward the expense of a Cook provided by the gang. Where such gang number 10 or more, but less than 20, the employer shall make a *pro rata* allowance, provided it is not reasonably practicable that these employees join the mess of another gang.
 - (ii) A suitable kitchen with all necessary equipment shall be provided.
 - (iii) A dining room of standards as set out in clauses 8.3.3(a)(i) and 8.3.3(a)(ii) shall be provided.
 - (iv) Every such mess shall have a committee of management appointed by the workers, whose names shall be notified from time to time to the engineer in charge of the particular work, and such committee of management shall be personally responsible for the conduct and management of the mess and for the loss or damage of any of the articles supplied to the mess by the employer and return of the same, fair wear and tear excepted.

8.3.4 *Temporary camps* - Camps of less than 3 months' duration and not covered by clause 8.3.2 shall be referred to for the purpose of this Award as "Temporary Camps".

Notwithstanding any other provisions of clause 8.3, where employees are required to live in camp on an irregular or short term basis, reasonable and sufficient standard means:

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

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

- (b) Provision of facilities as provided for in clauses 8.3.2(a)(ii) to 8.3.2(a)(ix) (inclusive).

- (c) Suitable toilet, washing, cooking and dining facilities.

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

8.3.5 *General*

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

- (b) Fuel and gas

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

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

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

- (d) Moving camp - The setting up, erection or shifting of all camps shall be done in the employer's time.
- (e) Rations - When employees are camped at a greater distance than 4.828 km from the main store or other place of business where they could reasonably be expected to obtain their supplies, the employer shall arrange for delivery of rations weekly, or pay carriage of same from the nearest store.

- 8.3.6 *Cooks - Survey parties* - Where there are 4 or more persons in a survey party, exclusive of a Cook, a Cook shall be supplied and paid by the employer and the Cook shall pay the Cook's share of the mess account.

Where no Cook is employed, a member of the party will be told by the surveyor to do any necessary cooking for the party, and will be paid overtime rates for all time worked in excess of the ordinary hours.

8.4 Travelling allowances and accommodation - Special sites

8.4.1 Weipa

- (a) Accommodation - In substitution for those provisions contained in clause 8.4 relating to board, lodgings, and accommodation, employees employed on Construction Work in the Weipa area, and who are required either by direction of the employer or by reason of the distance from their homes to reside in accommodation provided by the employer shall be provided by the employer with board and accommodation free of charge and without deduction from the employees' wages:

Provided that the board and accommodation supplied by the employer shall be of a reasonably good and sufficient standard.

- (b) Travelling time - Construction workers - In lieu of the provisions elsewhere contained for fares the following provisions shall apply to employees on construction work in the Weipa area:
- (i) Except in the case of employees who are normally resident in Weipa and whose first enquiry for employment was made in person at Weipa, employees shall have their airfares provided by the employer when travelling to Weipa to start work.
- (ii) Upon termination of employment for other than serious misconduct, such employees shall be paid the equivalent of return airfares from Weipa to the point of engagement:

Provided that, except in the case of employees who leave their employment for legitimate compassionate reasons, such employees continue to carry out their duties to the completion of the work for which they are engaged or for a period of at least 8 weeks.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 Training

- (a) The parties to this Award recognise that in order to increase the productivity and efficiency of the industry a greater commitment to training and skill development is required.

Accordingly the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
- (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (iii) promoting the greatest possible use of all of the skills which an employee has acquired.
- (b) To facilitate the above objectives an employer shall, in co-operation with the consultative committee develop a training programme consistent with -

- (i) the size, structure and scope of the activities of the employer; and
 - (ii) the need to develop vocational skills relevant to the enterprise and the building and construction industry generally through courses conducted by accredited educational institutions and providers.
- (c) Where, as a result of consultation in accordance with clause 9.1.1 it is agreed that additional training should be taken by the employee, that training may be taken either on or off the job:

Provided that if the training is undertaken during normal working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (d) Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employer's technical library) incurred in connection with the undertaking of training pursuant to clause 9.1.1(b) shall be reimbursed by the employer upon the production of evidence of such expenditure:

Provided that reimbursement shall be subject to the presentation of reports of satisfactory progress.

- (e) Travel costs incurred by an employee undertaking training in accordance with clause 9.1.1(b) which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.
- (f) Any disputes arising from the operation of this clause shall be subject to the grievance and dispute settlement procedure contained in clause 3.2.

9.1.2 *The Australian vocational certificate and future contracts of training*

- (a) The parties to this Award welcome the introduction of comprehensive training and certification reforms under the banner of the Australian Vocational Certificate. This Award is designed to incorporate and anticipate those reforms. It envisages a situation where future new entrants to the industry will be persons who have either completed appropriate AVC training or who are engaged in a structured defined and enforceable contract of training.
- (b) As part of the process of accommodating the AVC reforms, the parties to this Award will consider the introduction of a regime of AVC traineeships for the building and construction industry once the new structure is in place. The subject matter of negotiations will include the following:
 - (i) types and number of traineeships required by the industry;
 - (ii) the training requirements and nature of the contract of training to apply; and
 - (iii) the relationship between traineeships and the existing apprenticeship system.
- (c) The parties recognise that a number of important training initiatives have recently been undertaken in the industry. These include the "Build-a-Job" accelerated apprenticeship program, Building Industry Traineeships, and the recently designed AVC pilot program for plant operator training. To the extent possible, the parties intend to incorporate these initiatives in the structure provided in this Award.
- (d) Until negotiations are completed, this matter shall be regarded as "leave reserved".

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

10.1 Workplace health and safety

10.1.1 *Responsibility* - employers shall at all times make available on site a copy or copies of the *Workplace Health and Safety Act 1995* and Regulations. Both employers and employees shall co-operate to promote a safe and healthy work environment and adopt safe work practices in accordance with the said legislation.

10.1.2 *Accident and Sickness* - If employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital free of cost to the employee.

10.1.3 *Work Safety* - First aid kits shall be provided by the employer on all sites and maintained to a standard in accordance with the Workplace Health and Safety Regulations. Personal protective clothing and equipment shall be supplied where appropriate by the employer in accordance with the said Regulations.

- 10.1.4 *Protective Clothing* - Protective Clothing shall be supplied to Servicepersons and Assistant Servicepersons by the employer and to other employees as necessary and as required by the *Workplace Health and Safety Act 1995* and Regulations. Replacement shall be as necessary subject to fair wear and tear.
- 10.1.5 Where necessary and in accordance with the *Workplace Health and Safety Act 1995* and Regulations suitable gloves shall be provided to employees for protection of hands.
- 10.1.6 *Clean-up* - Appropriate cleaning materials/solvents shall be supplied for clean-up by employees engaged in dirty work or handling emulsions, etc.
- 10.1.7 *Airlocks* - The following conditions shall apply to employees engaged in and about airlocks:
- (a) when employees regularly working under compressed air leave the lock their work ceases;
 - (b) pure, cool, clear air shall be supplied to all employees working in airlocks. In case of a disagreement or dispute as to this clause, an Inspector from the Division of Workplace Health and Safety shall be the referee, and their decision shall be final;
 - (c) when the gauge pressure is from 1lb. to 30lb. one minute per 2lb. gauge shall be allowed for compression, and one minute per lb. gauge pressure shall be allowed for decompression;
 - (d) when the pressure is over 30lb. inclusive, one minute per 2lb. gauge pressure shall be allowed for compression, and one minute and a-half per lb. gauge pressure shall be allowed for decompression;
 - (e) No employee shall be engaged to do work under air pressure until the employee has been medically examined as to their fitness for such work. The employer may at any time call on any employee working in airlocks to present themselves for medical examination, in the employer's time, to determine their fitness to continue working under air pressure. The cost of such medical examination shall be borne by the employer:

Provided that, if the medical officer recommends that any employee working in an airlock should discontinue such work, the employer shall immediately provide such employee with suitable work elsewhere, if available;
 - (f) An accurate gauge shall be fitted inside the chamber of each airlock;
 - (g) A first aid kit, sealed up in an airtight container, shall be hung up in the lock.
- 10.1.8 *Tools and equipment* - No tools or equipment shall be carried in any vehicle transporting employees unless they be in a compartment properly separated from the passengers or otherwise secured so as to prevent movement.

PART 11- AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble.

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

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

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

11.3.3 Deduction of union fees

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

11.4 Posting of award

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

11.5 Trade union training leave

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

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

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

- (a) An employee must have at least 12 months' continuous service with an employer prior to such leave being granted.
- (b) Clause 11.5 shall not apply to an employer with less than 10 full-time employees bound by this Award.
- (c) Unless otherwise agreed, the maximum number of employees of one and the same employer attending a training course or seminar at the same time will be as follows:

Where the employer employs from 10 to 100 employees	2
Where the employer employs over 100 employees	4

Provided that where the employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.
- (d) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the enterprise will not be adversely affected.
- (e) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.
- (g) Leave granted to attend such training courses will not incur additional payment if such course coincided with the employee's day off in 38 hour week working arrangements or with any other concessional leave.
- (h) Such paid leave will not affect other leave granted to employees under this Award.

11.6 Leave reserved

Leave is reserved for the parties to this Award to conduct further negotiations and/or seek arbitration of the following matters with the aim of modernising the Award:

- Award scope
- Conversion of driving rates to gross vehicle mass basis
- Equalisation of leading hand allowances
- Sick leave/absenteeism control procedures
- Fares and travelling allowance provisions
- Definition of traffic controller

Leave is reserved for the parties to this Award to conduct further negotiations and/or seek arbitration on the following:

- Redundancy Provisions - Civil Construction Only
- Provisions for Return to the Nearest Town - Employees of Contractors or Subcontractors Living in Camp or Caravan clause
- The Employment of Persons as Sewerage Treatment Plant Operators or Water Treatment Plant Operators under this Award
- Jury Service
- Special Allowance \$7.70

Schedule 1 - Owner drivers

Owner Driver Motor Vehicle Hire Rates

PART A

Owner-drivers using their own motor vehicles shall in addition to the rates prescribed in clause 5.2.2 of this Award be paid a hire rate to compensate for the fixed and operational costs of the vehicle in accordance with the rates set out hereunder:

TIP TRUCKS

Tonnes	Column 1 Weekly Rate \$	Column 2 Km Rate c	Column 3 Work Kilometres
Four Wheel Drive Vehicles up to and including 1 t	-	-	-
Up to and including 1 t	-	-	-
Exceeding 1 t/up to 2 t	370.95	-	-
Exceeding 2 t/up to 3 t	397.03	-	-
Exceeding 3 t/up to 4 t	444.13	-	-
Exceeding 4 t/up to 5 t	542.16	-	-
Exceeding 5 t/up to 6 t	619.86	-	-
Exceeding 6 t/up to 7 t	681.71	-	-
Exceeding 7 t/up to 8 t	749.55	-	-
Exceeding 8 t/up to 9 t	794.19	-	-
Exceeding 9 t/up to 10 t	839.28	-	-
Exceeding 10 t/up to 11 t	1,026.19	60.5	600
Exceeding 11 t/up to 12 t	1,109.56	63.9	600
Exceeding 12 t/up to 13 t	1,196.33	68.0	600
Exceeding 13 t/up to 14 t	1,294.16	73.7	600
Exceeding 14 t/up to 15 t	1,405.64	80.1	600
Exceeding 15 t/up to 16 t	1,433.67	83.5	600
Exceeding 16 t/up to 17 t	1,461.71	87.0	600
Exceeding 17 t/up to 18 t	1,485.42	91.9	600
Exceeding 18 t/up to 19 t	1,513.38	95.4	600
Exceeding 19 t/up to 20 t	1,578.50	98.3	600
Exceeding 20 t/up to 21 t	1,659.79	102.3	600
Exceeding 21 t/up to 22 t	1,741.57	105.8	600
Exceeding 22 t/up to 23 t	1,823.70	109.8	600
Exceeding 23 t/up to 24 t	1,892.24	113.9	600
Exceeding 24 t/up to 25 t	1,961.35	117.9	600

NON-TIP TRUCKS

Tonnes	Column 4 Weekly Rate \$	Column 5 Km Rate c	Column 6 Work Kilometres
Four Wheel Drive Vehicles			
up to and including 1 t	289.63	-	-
Up to and including 1 t	289.63	-	-
Exceeding 1 t/up to 2 t	328.29	-	-
Exceeding 2 t/up to 3 t	367.18	-	-
Exceeding 3 t/up to 4 t	404.66	-	-
Exceeding 4 t/up to 5 t	491.73	-	-
Exceeding 5 t/up to 6 t	554.08	-	-
Exceeding 6 t/up to 7 t	617.01	-	-
Exceeding 7 t/up to 8 t	682.77	-	-
Exceeding 8 t/up to 9 t	741.47	-	-
Exceeding 9 t/up to 10 t	785.43	-	-
Exceeding 10 t/up to 11 t	963.13	60.5	600
Exceeding 11 t/up to 12 t	1,049.23	63.9	600
Exceeding 12 t/up to 13 t	1,138.63	68.0	600
Exceeding 13 t/up to 14 t	1,239.15	73.7	600
Exceeding 14 t/up to 15 t	1,318.72	80.1	600
Exceeding 15 t/up to 16 t	1,347.40	83.5	600
Exceeding 16 t/up to 17 t	1,376.09	87.0	600
Exceeding 17 t/up to 18 t	1,407.62	91.9	600
Exceeding 18 t/up to 19 t	1,436.37	95.4	600
Exceeding 19 t/up to 20 t	1,486.20	98.3	600

Tonnes	Column 4 Weekly Rate \$	Column 5 Km Rate c	Column 6 Work Kilometres
Exceeding 20 t/up to 21 t	1,539.00	102.3	600
Exceeding 21 t/up to 22 t	1,603.19	105.8	600
Exceeding 22 t/up to 23 t	1,667.76	109.8	600
Exceeding 23 t/up to 24 t	1,732.91	113.9	600
Exceeding 24 t/up to 25 t	1,798.57	117.9	600

Provided that Column 1 and Column 4 prescribe the basic fixed and operational costs to be reimbursed for tip trucks and non tip trucks respectively. These rates include a component for travelling to and from the recognised starting point.

Column 2 and Column 5 prescribe the kilometre rate for vehicles in excess of 10 tonnes for any working distance in excess of the kilometres shown in Columns 3 and 6 for each period of ordinary weekly hours.

Columns 3 and 6 prescribe the minimum number of working kilometres which must be performed before the excess kilometre rate as shown in Columns 2 and 5 applies.

PART B

The hire rate to be paid shall be in accordance with the payload capacity of the vehicle which is determined by subtracting the tare mass from the gross vehicle mass registered under the Main Roads Act and as indicated on the vehicles registration certificate:

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

Provided further that for any periods of more or less than the ordinary weekly hours and/or days a *pro rata* adjustment to the basic weekly rate as shown in Column 1 Tip Trucks and Column 4 Non Tip Trucks shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with the following formula:

$$THR == [\{WR - (700 \times S) \} H/Z] + [20 \times P \times S] + [S(600 \times H/Z)] +$$

[Y (only if +ve, otherwise ignore)]

where -

$$Y == [D - (600 \times H/Z)] \times S$$

where -

THR is the truck hire rate.

WR is the weekly rate (\$) (Column 1 or Column 4).

S is the kilometre rate (\$) (Column 2 or Column 5).

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

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

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

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

PART C

Hydraulic Crane Hire

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

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

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

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

PART D

Water Tank and Pump Hire

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

Schedule 2 - 2nd Tier Provisions - Employees of the Crown

The following sets out 2nd Tier provisions applicable to employees of the Crown which shall continue to operate with the coming into operation of this Award. Other applicable 2nd Tier provisions have been subsumed in provisions of this new Award.

1. All employees shall have their annual leave entitlements debited by the number of working days between Christmas Day and New Years Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.

Approved 01.03.88 QGIG 07.05.88 p. 1-3

2. Part-time employees as defined may be employed under the terms set out below:

"Part-time Employee" means an employee, other than a "Casual Employee" as defined in this Award, who is engaged to work regular hours each week and whose ordinary daily working hours are worked continuously, excluding meal breaks:

Provided that the weekly total of such hours shall always be less than the ordinary weekly working hours of a full-time employee.

The following conditions shall be applicable to part-time employees:

- (a) The spread of ordinary working hours shall be the same as those prescribed for a full-time employee under the Award.
- (b) A part-time employee shall be employed for a maximum number of hours per week equivalent to 4/5 of the total ordinary weekly working hours of a full-time employee.
- (c) A part-time employee shall be paid at the same hourly rate as a full-time employee would be paid for performing duty in the same Award classification. A part-time employee shall also be entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the Award classification.
- (d) The public holiday provisions of the Award shall apply, provided that payment shall only be made for hours

actually worked:

Provided further that a part-time employee who usually works on a day of the week on which a public holiday falls, and was not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

(e) Subject to the provisions contained herein, all other provisions of the Award applicable to a full-time employee shall apply *pro rata* to a part-time employee.

3. Starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by the employer with the agreement of the majority of employees concerned:

Provided that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours were observed.

Schedule 3 - Employees of Gladstone Area Water Board - Awoonga Dam Site

1.1 Coverage

1.1.1 Schedule 3 applies to Gladstone Area Water Board and to persons employed by the Board as rangers. Rangers covered by Schedule 3 will be required to carry out maintenance duties and ranging duties including liaison and control of visitors in addition to maintenance duties within the confines of the Awoonga Dam, park and recreation areas.

1.1.2 Schedule 3 shall not apply to employees engaged by Gladstone Area Water Board at Awoonga Dam, park and recreation areas, whose ordinary duties do not include maintenance work.

1.2 Wages

1.2 The minimum wages for rangers shall be at the rate of CW5 in clause 5.2.2 of the Award.

1.3 Hours of Work

1.3.1 The ordinary hours of duty may be worked on any five days, Monday to Sundays inclusive. Such ordinary hours shall be worked at times mutually agreed to and arranged between the employer and the employee to meet the exigencies of the work.

1.3.2 When required to work to a regular roster for work on Saturdays, Sundays and Public Holidays rangers shall be paid an allowance at the rate of 10% of the appropriate weekly wage rate payable for each Saturday, Sunday and Public Holiday worked.

1.3.3 Rangers when required to work to a regular roster for work on Saturday, Sunday and Public Holidays shall be granted 1 day off in lieu of each Public Holiday so worked and such day off in lieu shall be taken at a time convenient to the employee.

1.4 Annual Leave

1.4.1 Rangers shall be allowed 4 weeks' annual leave on full pay plus an additional one week annual leave on full pay which shall be regarded as compensation for the unusual conditions of employment applying to the operations of the employees covered by Schedule 3, for each completed year of employment.

1.4.2 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to him, an amount equal to 1/9th of the ordinary pay for the period of his employment.

1.4.3 If the employment of any employee is terminated at the expiration of a full year, he shall be paid in addition to all other amounts due to him, his ordinary pay for 5 weeks.

1.4.4 Calculation of annual holiday pay - In respect to annual holiday entitlements to which clause 1.4.4 applies, annual holiday pay (including any proportionate payments) shall be calculated as follows:

(a) Shift Workers - Subject to clause 1.4.6 hereof the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) All Employees - In no case shall the payment by an employer to an employee be less than the sum of the

following amounts:

- (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual holiday (excluding shift premiums and weekend penalty rates); and
- (ii) a further amount calculated at the rate of 171/2% of the amounts referred to in clause 1.4.4(b)(i).

Dated 13 March 2003.

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

Operative Date: 28 April 2003