

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*  
(C No. 00002 of 1998)

**NATIONAL BUILDING AND CONSTRUCTION INDUSTRY AWARD 1990**  
(ODN C No. 02783 of 1974)  
[Print L2807 [N0122]]

Various employees Building, metal and civil construction industries

COMMISSION MERRIMAN MELBOURNE, 6 JUNE 2000

*Award simplification.*

**ORDER**

A. Further to the decisions issued by the Commission on 23 July 1999, 7 October 1999 and 6 June 2000 [Prints R7494, R9803 and S6692], the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

**PART 1 – APPLICATION AND OPERATION OF AWARD**

**1. AWARD TITLE**

This award shall be known as the National Building and Construction Industry Award 2000.

**2. ARRANGEMENT**

This award is arranged as follows:

**Part 1 – Application and operation of award**

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Coverage of award
  - 6.1 Scope
  - 6.2 Locality
7. Parties bound
8. Persons, organisations, industries and employers exempted from coverage
9. Relationship with other awards

## **Part 2 – Award flexibility**

10. Enterprise flexibility

## **Part 3 – Consultation and dispute resolution**

11. Disputes resolution procedure
  - 11.1 Settlement of disputes
  - 11.2 Board of Reference/Disputes Board
  - 11.3 Posting of award
  - 11.4 Posting of notices

## **Part 4 – Employer and employees’ duties, employment relationship and related arrangements**

12. Employer and employee duties
  - 12.1 Work organisation
  - 12.2 Time records
13. Employment categories
  - 13.1 Operators
  - 13.2 Tradespersons and labourers
  - 13.3 Part-time employment
14. Stand-down of employees
15. Presenting for work but not required
16. Redundancy
17. Termination of employment – operators

## **Part 5 – Wages and related matters**

18. Classifications and wage rates
  - 18.1 Wage rates
  - 18.2 Special allowance
  - 18.3 Hourly rate calculation
  - 18.4 Leading hands
  - 18.5 Foreperson (New South Wales and Tasmania)
  - 18.6 Differential for re-paint work
  - 18.7 In charge of plant allowance
  - 18.8 Adult trainees (Victoria)
  - 18.9 Piecework
  - 18.10 Refractory work
  - 18.11 New South Wales – site provisions
  - 18.12 Victoria – site provisions
  - 18.13 Queensland – site provisions
19. Award restructuring in the building and construction industry
  - 19.1 Guidelines for implementation
  - 19.2 Definition of key concepts and terms
  - 19.3 Classifications and related issues
  - 19.4 Translation and rates of pay
  - 19.5 Consequential provisions – inclement weather and higher duties
  - 19.6 Translation of existing classifications and wage rates

- 20. Junior labour
  - 20.1 Unapprenticed – South Australia
  - 20.2 Apprentices – South Australia
  - 20.3 Apprentices - Tasmania
  - 20.4 Western Australia
  - 20.5 Juniors and improvers – roof tile fixing – Western Australia
  - 20.6 Victoria
  - 20.7 Other states
- 21. Inclement weather – tradespersons and labourers
- 22. Mixed functions
  - 22.1 Tradespersons and labourers
  - 22.2 Operators
  - 22.3 Conditions for carpenter-divers
- 23. Payment of wages
- 24. Allowances
  - 24.1 Industry allowance
  - 24.2 Underground allowance
  - 24.3 Tool and employee protection allowance
  - 24.4 Multi-storey allowance
  - 24.5 District allowance
  - 24.6 Location allowance - Western Australia
  - 24.7 First aid allowance
  - 24.8 Laser operation allowance
  - 24.9 Meal allowance
  - 24.10 Clothes and tools allowance - tradespersons and labourers
  - 24.11 Caravan allowance – operators, New South Wales only
  - 24.12 Accident pay
- 25. Special rates
- 26. Superannuation

**Part 6 – Hours of work, breaks, overtime, shift work, weekend work**

- 27. Hours of work
  - 27.2 Hours of work and rostered days off
  - 27.3 Agreement on working other than the RDO cycle
  - 27.4 Early starts
  - 27.5 Hours of work – part-time employees
  - 27.6 Washing time
- 28. Breaks
  - 28.1 Meal break
  - 28.2 Rest periods and crib time
- 29. Overtime and special time
- 30. Shift work
- 31. Weekend work

**Part 7 – Leave of absence and public holidays**

- 32. Annual leave
- 33. Personal leave
- 34. Parental leave

- 35. Jury service
- 36. Public holidays and holiday work

**Part 8 – Transfers, travelling and working away from usual place of work**

- 37. Living away from home - distant work
  - 37.1 Qualification
  - 37.2 Employee's address
  - 37.3 Entitlement
  - 37.4 Travelling expenses
  - 37.5 Daily fares allowance
  - 37.6 Weekend return home
  - 37.7 Rest and recreation
  - 37.8 Alternative paid day off procedure
  - 37.9 Termination
- 38. Fares and travel patterns allowance
  - 38.1 Metropolitan radial areas
  - 38.2 Distant jobs
  - 38.3 Country radial areas
  - 38.4 Travelling outside radial areas
  - 38.5 Travelling between radial areas
  - 37.6 Provision of transport
  - 38.7 Work in fabricating yard
  - 38.8 Requirements to transfer
  - 38.9 Transfer during working hours
  - 38.10 Daily entitlement
  - 38.11 Continuation of practice
  - 38.12 Apprentices
  - 38.13 Operators in New South Wales
  - 38.14 New South Wales fares and district boundaries
  - 38.15 Travel allowance – Pinjara, Western Australia

**Part 9 – Training and related matters**

- 39. Training
  - 39.1 Quarryworkers (New South Wales) – adult trainees
  - 39.2 Civil operations traineeship
  - 39.3 National Training Wage Award 1994

**Appendix A - Western Australia - site provisions**

**3. ANTI-DISCRIMINATION**

- 3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social - origin.

- 3.2** Accordingly, in fulfilling their obligations under the dispute resolution procedure, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is taken to affect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 3.3.2** junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;
- 3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- 3.3.4** the exemptions in s.170CK(3) and (4) of the Act.

#### **4. DEFINITIONS**

For the purpose of this award:

- 4.1** **The Act** means the *Workplace Relations Act, 1996*, as it may be amended from time to time.
- 4.2** **Adult trainee quarryworker** means an employee with no previous experience in dimension stone quarry or quarry of a like nature and who is engaged subject to the provisions of 39.1 - Quarryworker (NSW) – adult trainees of this award and not otherwise.
- 4.3** **Articulated** means jointed, i.e.: a machine that has the chassis hinged in a manner to allow movement for turning.
- 4.4** **Ballast** means the mass added to a machine to increase traction, ground pressure or stability, e.g. loaders, rollers.
- 4.5** **Bricklayer** means an employee employed on bricklaying or tuckpointing work. Without limiting the generality of the foregoing the work of bricklayers may include: bricklaying, cleaning down brickwork, brickcutting, tiling, setting pointed brickwork, firework, setting coke slabs, coke bricks, cutting openings in brickwork, stone setting and the laying of all types of blocks including concrete, masonry, terracotta, glass, plaster, plastic and synthetic or reconstituted material blocks or bricks, paving bricks and bricks, blocks or tiles laid in sand.
- 4.6** **Bridge and wharf carpentry** means the carrying out or responsibility for, with or without supervision, the marking out and the measurement of all timber including the jointing, connecting and final dressing to size of hewn, sawn, round or dressed timber, for the checking and seating of girders and corbels and other work involving final measurement, cutting accurately to size and fitting of timber, with or without plans, in or in connection with the erection, maintenance, alteration, renovation or demolition of:

- 4.6.1 bridges, culverts, wharves, piers, jetties, dolphins and similar types of work of heavy engineering construction;
  - 4.6.2 timber composite coal or metal storage bins and hoppers;
  - 4.6.3 timber work on gantries, towers, flying fox towers, swimming baths, tank stands, dam and reservoirs on which an axe or adze is used in the preparation or fitting;
  - 4.6.4 coffer-dams apart from shipping;
  - 4.6.5 cattle stops and rabbit stops, ramps, buffer stops, water races, pits and heavy timber work in railway platforms, trucking yards and stockyards;
  - 4.6.6 generally all heavy construction work which necessitates the use of an axe or adze in the preparation and fitting of such carpentry work;
  - 4.6.7 all falsework and concrete formwork in connection with any of the above-mentioned structures except concrete formwork of special design or finish which requires the special skill of a carpenter and joiner. In each case the employer shall determine which portion of the formwork requires the special skill of a carpenter and joiner;
  - 4.6.8 bridge and wharf carpentry shall not include any work in connection with the construction or erection of buildings.
- 4.7 **Carpenter and joiner** means an employee employed as a carpenter and/or joiner upon shop fitting work or construction work as defined in this clause. Without limiting the generality of the foregoing the work of carpenters may include:
- 4.7.1 work in connection with prefabricated units;
  - 4.7.2 the marking out, lining, plumbing and levelling of steel formwork and supports thereto;
  - 4.7.3 the stripping of steel formwork shutters or boxing;
  - 4.7.4 the erection of curtain walling and the fixing of external wall cladding;
  - 4.7.5 elsewhere than in Victoria (subject to 4.7.7 hereof), the erection of suspended ceilings except where wet plaster is used;
  - 4.7.6 the erection of metal windows or doors;
  - 4.7.7 in Victoria, the erection of suspended ceilings including the suspensions thereof; provided that where ceiling finish is to be hard (wet) plaster, fibrous plaster sheets or tiles, gypsum board or other material having a plaster content, the work of carpenters in Victoria shall not extend to such ceiling finish, or the batten, lath, track or channel to which the finish is to be attached;

- 4.7.8** the manufacture, installation, alteration and/or repair of shopfronts, showcases, exhibitors stands and interior fittings and fixtures in or on buildings, and the erection or installation of partitions and including partitions involving wrap-around glazing and the erection or installation of partitions including the insertion of glass panels where the glass is 6.35 mm or less in thickness by beads or moulds or other dry glazing methods. Provided that:
- 4.7.8(a)** the drawing or shaping of metal is not required in respect of 4.7.4, 4.7.5, 4.7.6 and 4.7.7 hereof; and
  - 4.7.8(b)** nothing in this definition shall be construed as giving a carpenter an exclusive right to work specified in 4.7.3, 4.7.4, 4.7.5 and 4.7.6 hereof.
- 4.8 Carpenter-diver** means an employee in New South Wales engaged to do work (not being work specifically provided for in the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award (NSW), as varied, from time to time), under water, requiring the use of a recognised diving dress, which work, if done on the surface, would be the work of a bridge and wharf carpenter as provided in and by this award and such other work, if not done on the surface, as is ordinarily done by carpenter-divers under water and is generally recognised to be their work in, for example, and for example only, the construction, repair, demolition or inspection of wharves, and/or bridges, piers, jetties, dolphins, slipways, dams, reservoirs, coffer dams, bulkheads cylinders and caissons, (provided that in the case of slipways, coffer dams, bulkheads and caissons they are not in a recognised shipyard or dock,) the inspection of or salvage work on ships, boats, barges, punts or pontoons and the removal of any obstructions or fouling on such vessels.
- 4.9 Chassis mounted** means mounted on a vehicle but having an independent power unit.
- 4.10 Commission** means the Australian Industrial Relations Commission.
- 4.11 Concrete finisher** means an employee other than a concrete floater engaged in the finishing of concrete or cement work by hand not being a finish in marble mosaic or terrazzo.
- 4.12 Concrete floater** means an employee engaged in concrete or cement work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing or patching.
- 4.13 Construction work**
- 4.13.1** For the purposes of 6.1.1 of this award, means all work performed under this award in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures, including the making, assembling or fixing of woodwork and fittings in connection therewith, the making, preparing, assembling, and fixing of any material necessitating the use of tradesperson's tools or machines including all work performed by stonemasonry classifications (provided that in the states of South Australia, Victoria, Western Australia and Queensland work in Stonemasonry yards and/or shops and in cemeteries shall not be regarded as construction work) and the prefabricating of a building in an open yard.

**4.13.2** For the purpose of this definition **maintenance** is confined to tradesperson's employed by building and construction industry employers respondent to this award.

#### **4.14 Construction work**

**4.14.1** For the purposes of 6.1.2 of this award, means all work performed under this award in connection with the erection, repair, renovations, maintenance, ornamentation or demolition of buildings or structures.

**4.14.2** For the purpose of this definition **maintenance** is confined to persons employed by private building and construction industry employers respondent to this award.

**4.15 Continuous service** - For the purposes of this award service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

**4.15.1** annual leave, personal leave or parental leave;

**4.15.2** illness or accident up to a maximum of four weeks after the expiration of paid sick leave;

**4.15.3** jury service;

**4.15.4** injury received during the course of employment and up to a maximum of 26 weeks for which the employee received worker's compensation;

**4.15.5** where called up for military service for up to three months in any qualifying period;

**4.15.6** long service leave;

**4.15.7** any reason satisfactory to the employer or in the event of a dispute to the appropriate Board of Reference. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.

**4.16 Crane** means a specially designed structure equipped with mechanical means for moving a load by raising and/or lowering and transporting it while jib is in a state of motion or suspension.

**4.17 Crane, mobile** means a crane usually of the jib-type, mounted on a specially designed chassis to permit both load manipulation and travelling under its own power.

**4.18 Crane, tower** means a cantilever or jib-type crane mounted on a tower to facilitate the handling of load to greater heights than would otherwise be possible.

**4.19 Crawler** see **Track type (see 4.58)**

## 4.20 Dogger

**4.20.1 Dogger/crane hand** in Victoria means an employee who holds a Certificate of Competency - Dogman and a Certificate of Competency - Crane Driver and who is required by the employer to act on their certificate/s in respect of the operation of a fixed crane.

**4.20.2 Trainee dogger/crane hand** in Victoria means an employee who holds a Certificate of Competency - Dogman or a Certificate of Competency - Crane Driver but not both and who holds a learner's permit authorising the employee to train for the other certificate, and who is required by the employer to act on their learner's permit and their certificate of competency in respect of the operation of a fixed crane.

**4.21 Drawn** means capable of being moved, usually on wheels, skids, etc, in the working mode by being pulled by an independent prime mover.

**4.22 Dumper** means a self propelled unit designed for the transportation of soil, sand, rock etc, off the highway.

**4.23 Excavator** means a self-propelled machine with an upper structure capable of 360 degrees rotation, which digs, elevates, swings, and dumps material by action of a bucket fitted to the boom and arm, or telescoping boom, without moving the undercarriage during any cycle of the machine.

**4.24 Foreperson** means an employee in Tasmania or a Bridge and Wharf Carpenter (NSW) who is given by the employer, or employer's agent, the responsibility for supervising the programming of work.

**4.25 Fork-lift** means a self-propelled machine which raises, lowers and transports loads by power operated tines or other attachments.

**4.26 Foundation shaftworker** means a builder's labourer employed on the sinking of shafts which will exceed six metres in depth for foundations of buildings or upon consequential steel fixing, timbering and concreting therein.

**4.27 Glazier** means an employee engaged in any manner whatsoever in glazing, glass cutting, glass processing cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars, leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections.

**4.28 Gradall** means a mobile machine fitted with an hydraulic and/or cable operated boom with a bucket attachment fitted to the end of the boom by means of a pivot head, used primarily for battering banks.

## 4.29 Grader

**4.29.1 Motor grader** means a self-propelled machine having an adjustable blade positioned between the front and rear axles to cut, move or spread material to grade requirements.

**4.29.2 Drawn grader** means a drawn machine having an adjustable blade to cut, move and spread material, usually to grade and slope requirements.

**4.30 Leading hand** means an employee who is given by the employer, or their agent, the responsibility of directing and/or supervising the work of other persons, or in the case of only one person the specific responsibility of directing and/or supervising the work of that person.

**4.31 Labourer** means a person who is engaged in a classification contained in 18.1.2 of this award.

#### **4.32 Loaders**

**4.32.1 Front-end and overhead loader:** means a self-propelled machine, with an integral front-mounted bucket supporting structure, and linkage that loads material into the bucket through forward motion of the machine, and lifts, transports and discharges the material from either the front end (in the case of a front-end loader) or by passing it overhead (in the case of an overhead loader).

**4.32.2 Bucket loader:** means a machine fitted with a gathering device and endless elevating chain or belt to which is attached a series of buckets.

**4.32.3 Belt force loader:** means a self-propelled machine fitted with a feed endless elevating belt and gathering device.

**4.32.4 Belt loader:** means a stationary machine fitted with endless elevating belts with a hopper device.

**4.33 Marker or setter out** means an employee mainly employed marking and/or setting out work for other employees.

**4.34 Operator** means a person who is engaged in a classification contained in 18.1.3 and 18.1.4 of this award.

**4.35 Operator of explosive-powered tools** means an employee qualified in accordance with the laws and regulations of the respective states to operate explosive-powered tools.

**4.36 Painter** means an employee engaged in any manner whatsoever in:

**4.36.1** The painting and/or decorating of or in connection with all buildings and structures, plant, machinery and equipment, fences and posts (commercial, residential, industrial or otherwise).

**4.36.2** The painting of or in connection with prefabricated buildings and structures, plant machinery and equipment (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned.

**4.36.3** Without limiting the generality of the foregoing the work of painters includes:

- 4.36.3(a)** the painting of pipe lines, conduits, valves, condensers, cocks, control and/or regulating stations or substations, and/or pumping, suction syphon, or booster stations or sub-stations and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water land or sea, used or to be used for the purpose of storing and/or regulating and/or conveying liquids or gases including natural oils and gases;
- 4.36.3(b)** paperhanging, applying and/or fixing wallhangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering and the replacement of glass;
- 4.36.3(c)** the mixing of and/or application of and/or fixing of paint or like matter or substitute or mixtures or compositions or compounds texture or plastic coating and finishes or other decorative or protective coating and/or finishes, or putty, stopping or caulking mixtures, compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wallpapers, wallhangings, or coverings, coatings, and/or other materials used in the painting and decorating trade with a brush, spray, roller or other tool or remove paint or like *matter* or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coating and/or finishes or putty, stopping or caulking mixtures, compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wallpapers, wallhangings, or coverings, or other materials used in the painting and decorating trade by heat, flame, water solvents, electrical mechanical, air-powered or hand tools or by grit, shot or other abrasives or by any other means and the preparation of the work and materials required in any of the aforementioned branches of the trade.

#### **4.37 Penalty rates**

- 4.37.1 Ordinary time** means rates as calculated in accordance with 18.1 – Wage rates of this award.
- 4.37.2 Time and a half** means ordinary time plus 50%.
- 4.37.3 Double time** means ordinary time plus 100%.
- 4.37.4 Double time and a half** means ordinary time plus 150%.

**4.38 Plasterer** means an employee employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, finishing and/or topdressing and/or patching concrete work, rendering with all forms of plaster including applying and finishing acoustic, insulating or fireproofing materials bonded with plaster, plastic, cementitious or similar substances, waterproofing work in cement, bitumen or similar substances, waterproofing work in cement, bitumen, plaster or patent material, granolithic floor laying (i.e. floors laid with material or aggregate consisting of marble chips, blue stone toppings, crushed slag or similar material), press cement work, cement floors (including magnesite and/or composition floors), marble mosaic paving, terrazzo and similar work texture or pebble finish work formed in cement, plaster, asbestos, vermiculite, perlite or other expanded aggregate or patent materials, sewer and/or tunnel plastering including the rendering of manholes, pits, sumps, tanks and filter beds, lathing for plastering work scagliola and similar work, plaster, fibrous plaster, plasterglass casting and fixing, ceiling fixing, plaster board fixing and plaster board cornice manufacture and fixing, and excepting in the states of New South Wales and Victoria laying or fixing of tiles of terracotta or pottery ware, faience, ceramic, (excepting where done in connection with bricklaying work) opalite, (not exceeding 930 square centimetres), plastic or similar materials, and in the states of Queensland and Tasmania, rendering of house connection work such as taps, connections, basins etc and the jointing of pipes of concrete or cement composition used in sewer work (except where such work is done by a licensed drainer approved by the local authority to do such work), whether all of the foregoing is done by manual or mechanical means together with any of the work defined for the following specialist categories:

**4.38.1 Assistant** means an employee engaged in assisting or labouring and who is otherwise not classified above.

**4.38.2 Caster** means an employee employed in any or all of the following duties: The cleaning and greasing of benches and moulds, the gauging of plaster, plastic or cement, the bedding of fibre and all reinforcements, ruling and trowelling of casts, used for the purpose of making and/or casting fibrous plaster, plasterglass, plastic or pressed cement work.

**4.38.3 Fixer** means an employee employed on the work of fixing or finishing of fibrous plaster, plaster glass or similar material, gypsum plasterboard, and other composite boards when flush joined or plaster products and includes the spraying by manual or mechanical means of light-weight aggregates when used for decorative and fire prevention purposes. Fixing of acoustic tiles, in-fill panels and cornices of an earth base including all necessary suspensions and fixings.

**4.38.4 Floorlayer specialist** means an employee employed on the work of the top-dressing on concrete work, whether finished in cement, terrazzo, marble, granolithic, bitumen, magnesite, and similar substances by manual or mechanical means and all such concrete work incidental to the preparation and laying of such floors steps or risers.

**4.38.5 Shophand** means an employee who performs any or all of the following duties: The interpretation of plans and detailing of any work from them in the preparation of work for the modeller, the making of all plaster or cementpiece moulds, wax moulds, fibreglass mounts, or moulds of any description used for the purpose of making and/or casting fibrous plaster, plaster glass, plaster, plastic, fibreglass, or pressed cement work.

**4.39 Portable** means intended to be carried intact.

**4.40 Refractory bricklayer** means a bricklayer skilled in the performance of the work required in the laying of refractory brickwork, the use of pliable, castable, ramable, moulding and insulating materials and the use of tools and machines necessary for the carrying out of this work with refractory materials, including the use of hand held nozzle or gunite type of appliance other than by cement gun or shotcreter, in the construction or alteration of repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar structures and instruments used in refractory work, together with refractory work associated with acid stills, acid furnaces, acid towers and all other acid resisting brickwork.

**4.41 Refractory bricklayer's assistant** means an employee wholly or substantially assisting a **Refractory bricklayer** (as defined).

**4.42 Rigid** means a fixed chassis not capable of movement within the frame, e.g. track dozers and loaders.

**4.43 Roller/compactors** means mobile machinery designed to consolidate material over which it travels.

**4.44 Roof tiler, slater, shingler, ridger or roof fixer**

**4.44.1** means an employee of the trade or calling of tiling roofs or fixing roofing sheets of asbestos, fibro, fibrolite or cement mixtures and accessories, malthoid, sisalkraft, pamcolite or bituminous roofing material and all accessories made of the same materials and which, without limiting the meaning of the above shall include: terracotta, glazed, semi-glazed roofing tiles, cement tiles, slates, fibro slates, tiles, asbestos, fibrolite, fibro, fibrous mixtures, cement and any mixtures that may replace or be used in conjunction with the foregoing or any materials incidental thereto or in place thereof, and work incidental to the above work including battening for tiles, tying, nailing or carrying tiles, etc, and the laying and/or pointing of ridges and barges.

**4.44.2** Provided that in the State of New South Wales this definition shall not extend to fixing or applying to, or in connection with roofs, malthoid and all bituminous roofing materials and all accessories.

**4.45 Scaffolder**

**4.45.1** means a person engaged substantially in the erecting or altering or dismantling of any structure or framework used or intended to be used in building operations:

- 4.45.1(a) to support workers or material; or
- 4.45.1(b) to support framework; or
- 4.45.1(c) as a temporary support for members or parts of a building.

Where such structure or frame work is composed of standards and/or ledgers and/or put locks or any combination of these components normally used in scaffolding work.

4.45.2 Nothing in this definition shall extend to:

- 4.45.2(a) any scaffolding used or intended to be used to support workers or materials which is not intended to be erected to a height over three metres; or
- 4.45.2(b) any work relating to formwork which consists solely of the tying together of occasional pieces of scaffolding tube to arrow or similar type props; or
- 4.45.2(c) any work which consists of a structure or framework composed solely of timber.

4.46 **Scrapers** means a self-propelled machine, having a cutting edge or other type of leading mechanism positioned between the front and rear axles, which loads, transports, discharges and spreads material through forward motion of the machine.

4.47 **Self-propelled** means capable of moving under its own power.

4.48 **Sheepsfoot** means rows of individual feet attached to the periphery of the drum of a roller or compactor to increase ground pressure. (May also be known as **tamping feet** or **padfoot**).

4.49 **Shovels** means a self-propelled machine with an upper structure capable of 360 degree rotation which loads material by a forward motion of the bucket (outwards) which elevates, swings and dumps by action of a bucket fitted to a boom and arm without moving the under carriage during any one cycle of the machine.

4.50 **Signwriter** means an employee who in addition to having a knowledge of painting, staining and varnishing, does any of the following work:

- 4.50.1 signwriting, designing and/or lettering of price tickets and showcards;
- 4.50.2 pictorial and scenic paintings, or production of signs and posters by means of stencils screens or like methods or any other work incidental thereto including cutout displays of all descriptions, pictorial scenic or lettering;
- 4.50.3 and without limiting the generality of the foregoing shall include:
  - 4.50.3(a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning shall include stone, wood, iron, metal, brick, cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;

- 4.50.3(b)** designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners.
  - 4.50.3(c)** gilding, i.e. the application of gold, silver, aluminium or any metal leaf to any surface;
  - 4.50.3(d)** designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
  - 4.50.3(e)** screen process work, i.e. the designing, setting up and the operation for duplication of signs on any material, whether on paper, fabric, metal, wood, glass or any similar material.
- 4.50.4** Without limiting the general meaning, signwriting work shall include the making of stencils and stencilling by screens or any other method and the making and/or fixing of transfers.

#### **4.51 Special class tradesperson**

- 4.51.1** means a tradesperson carpenter and/or joiner, bricklayer, plasterer or stonemason who is engaged on work or restoration, renovation, preservation or reconstruction of historical or **National Trust** type buildings, the performance of which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work.
- 4.51.2** For the purpose of this definition complex and high quality trade skills and experience shall be deemed to be acquired by the tradesperson:
- 4.51.2(a)** having had not less than twelve months on-the-job experience of such skilled work; and
  - 4.51.2(b)** having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means, including the on-the-job experience in 4.51.2(a) hereof, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of workmanship.
- 4.51.3** For the purpose of this definition the following are deemed to be prescribed post trade courses and recognised throughout the locality of this award:
- 4.51.3(a)** Certificate of Technology, (Building) - Tasmania;
  - 4.51.3(b)** Diploma in Building - Western Australia;
  - 4.51.3(c)** Building Certificate Course, Advanced Carpentry and Joinery Course - South Australia;
  - 4.51.3(d)** Technician Certificate - Victoria;

**4.51.3(e)** Certificate Course for Building Technicians - Queensland;

**4.51.3(f)** Building Certificate Course - New South Wales.

**4.51.4** Provided that nothing in this subclause shall prevent the parties proceeding to have the matter determined in accordance with clause 11 – Disputes resolution procedure of this award.

## **4.52 Stonemasonry**

**4.52.1** **Carver** means an employee on construction work (as defined) who carves any kind of stonework, which does not come within the definition of stonemason appearing in 4.52.7 hereof, for the decoration of buildings or other stonework from a model or freehand design.

**4.52.2** A **dimension stone quarry** means any place from which stone to a stated size is excavated, but shall not include a place where stone is excavated for the purpose of being used as ballast filling or random rubble, nor does it include the excavation of basements or the excavation of the foundations of buildings.

**4.52.3** **Floor layer** means an employee who lays floors in terrazzo or similar composition in which marble, slate, or similar stones are used in the making thereof, and shall include persons casting or laying down precast work, but shall not include persons assisting or labouring in the operation.

**4.52.4** **Letter cutter** means an employee on construction work (as defined) who marks out, cuts or finishes letters in any kind of stone or artificial or reconstituted stone.

**4.52.5** **Machinist** means an employee on construction work (as defined) who operates a machine for the sawing, gritting, dressing, facing or polishing of all kinds of stone, composition or reconstituted stone, terrazzo or similar compositions.

**4.52.6** A **quarryworker** means an employee engaged in a dimension stone quarry and who in the course of this work performs toe-grooving, block lifting, scabbling or cutting stones to size by the use of hammers, picks, gads, wedges and/or machines.

## **4.52.7 Stonemason**

**4.52.7(a)** means an employee on construction work (as defined) engaged in the dressing, setting, fixing, coping, drilling or boxing up of any kind of stone, including terrazzo, composition or other reconstituted stone, by hand or machine, that has to be cut to a mould or template, or which has to be proven by a square or straight edge or set to a line or level, and includes a worker who fixes manufactured stone to the facade of a building or the building of stone veneer in random or ashlar; the restoration and colouration of decayed stone including the preparation and use of materials or liquids of any sort necessary for such work.

- 4.52.7(b)** The dressing and/or setting of all kinds of masonry shall be regarded as masons' work, but if no mason be immediately available, a competent tradesperson may set plain sills, steps, templates, windows or door heads.
- 4.52.8 Stonemason's assistant** means a person employed in the industry assisting or labouring and who otherwise is not classified above.
- 4.52.9 Stoneworker** means a worker who does all or any of the following classes of work, whether hammer dressed or sawn:
- 4.52.9(a)** Foundation work;
  - 4.52.9(b)** Building random rubble uncoursed or building squared rubble in courses or regular coursed rubble and dressing quoins or shoddies in connection with any such work;
- But this definition shall not itself be taken to prejudice or affect the right of any other classes of tradesperson to do any class or kind of work they have hitherto been accustomed to do.
- 4.53 Static** means non-vibratory, i.e. a roller compacting by dead weight only without the additional means of extra force or thrust caused by shaking.
- 4.54 Stationary** means operates in a fixed position.
- 4.55 Tandem drive** means a pair of close-coupled driving axles.
- 4.56 Tilelayer** in the States of New South Wales and Victoria means, without limiting the meaning of the word tilelayers, persons employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite, and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.
- 4.56.1 Aggregate** means the material forming the bulk or mass of a mixture.
  - 4.56.2 Architrave** means the moulding at the top and sides of a door or a window opening.
  - 4.56.3 Dado** means the lower part of a wall.
  - 4.56.4 Encaustic tile** means an inlaid tile of two or more colours.
  - 4.56.5 Faience** means glazed terracotta.
  - 4.56.6 Grout** means the liquid for filling joints.
  - 4.56.7 Matrix**, means that in which the aggregate is bedded.
  - 4.56.8 Nosing** means a round edge tile.
  - 4.56.9 Rendering** means a coating of mortar.

- 4.56.10** **Reveal** means the return into a window or a door jamb.
- 4.56.11** **Rise** means the height of a step; the height of an arch from the springing line to the crown.
- 4.56.12** **Scratch coat** means a coating of mortar well scratched to give a good key.
- 4.56.13** **Ceramic** means an article made of baked clay. In the tile trade the word is used to designate a tile made of compressed clay and silica which is rather glassy or vitreous in nature and will not absorb water.
- 4.56.14** **Chipping off** means cutting away mortar or concrete, with a sharp edge tool, such as a hammer or chisel.
- 4.56.15** **Mortar** means a combination of sand, cement, either fireclay or lime, and water.
- 4.56.16** **Mosaic** means small bits of tile, stone, glass etc, which form a surface designed of intricate pattern. Often laid over mortar or metal.
- 4.56.17** **Pointing** means filling joints with mortar or repairing holes. (see tuckpointing).
- 4.56.18** **Quarry** means tiles which are large and thick similar to slabs of stone cut in a quarry. These are vitreous tiles and require no soaking.
- 4.56.19** **Riser** means the upright portion of a stair step which supports the front of the tread. The part which keeps the toe from getting under the tread.
- 4.56.20** **Screed** means a strip of wood, often two inches by four inches, set down a guide for attaining a level surface of concrete. In the tile trade it refers to a piece of wood used as a straight edge.
- 4.56.21** **Terrazzo** means a type of floor or wall finish obtained by imbedding small sized pebbles or crushed rock in concrete and grinding and polishing the surface to a smooth finish.
- 4.56.22** **Tuckpointing** means filling in crevices, as with mortar, mastics, etc.
- 4.56.23** **Unglazed** means without a glaze referring to pressed and baked tiles, with a smooth earthy surface.
- 4.56.24** **Vitreous** means glassy in texture and containing sand which has been melted. Vitreous tiles will not absorb water.
- 4.56.25** **Sill** means the bottom part of a window opening.
- 4.56.26** **Skirting** means the lowest part of a wall.
- 4.56.27** **Soffit** means the top of a window or door opening.
- 4.56.28** **String course** means a course of tiles running parallel to the step nosing in a staircase.

- 4.56.29 Terra cotta** means a kind of hard pottery, mostly used for facing buildings.
- 4.56.30 Tread** means the top of a step, exclusive of the nosing.
- 4.57 Towed** see **Drawn** (4.21 hereof).
- 4.58 Track type** means a machine equipped with continuous self-laying track.
- 4.59 Tractors**
- 4.59.1 Rubber tyred/pneumatic:** means a prime mover mounted on two or more wheels and normally used for pushing or pulling equipment and/or the operation of power operated attachments.
- 4.59.2 Track type/crawler:** means a prime mover mounted on continuous self-laying tracks and normally used for pushing or pulling equipment and/or the operation of power operated attachments.
- 4.60 Tradesperson** means a person who is engaged in a classification contained in 18.1.1 of this award.
- 4.61 Trencher** means a self-propelled machine with the facility to dig trenches by continuous action of a bucket wheel or bucket chain.
- 4.62 Twin powered** means machinery fitted with dual power sources, e.g. scrapers, excavators.
- 4.63 Union** means the unions set out in clause 7 - Parties bound, of this award.
- 4.64 Vibratory** means to move to and fro rapidly and continuously to cause a shaking movement generally by means of out of balance weights. Motor drive, i.e. a drawn or self-propelled roller capable of compacting by means of extra force or thrust caused by shaking.
- 4.65 Winch** means a hand or power operated machine usually having a geared winding drum(s) with or without clutches and brakes, used for exerting a pull by means of a rope wound round the drum(s).
- 4.66 Winder** means a type of power operated winch fitted with additional safety devices to make it suitable for hauling of persons and materials up vertical or incline tracks.

## **5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION**

This award shall come into operation on and from 6 June 2000 and shall remain in force for twelve months.

## **6. COVERAGE OF AWARD**

### **6.1 Scope**

The scope of this award shall be in three parts as follows:

#### **6.1.1 Tradesperson classifications**

**6.1.1(a)** In relation to the classifications in 18.1.1 of this award, subject to the exceptions and modifications contained in this minimum rates award, this award applies to the employment of persons engaged on construction work (as defined) in the classifications contained in this award.

**6.1.1(b)** Provided that this shall not apply to the following:

- the making of implements of agriculture;
- the work of ship carpenters or ship joiners or of seagoing carpenters on articles;
- in Victoria and South Australia, the construction or repair of wharves, jetties, piers or bridges, other than construction or repair of wharves, jetties, piers or bridges which are wholly or substantially built of concrete and in respect of which the performance of formwork requires the exercise of a substantial amount of the knowledge and skill of a tradesperson carpenter;
- in Queensland:
  - the construction or repair of wharves, jetties, piers or bridges covered by and subject to the provisions of the Civil Construction, Operations and Maintenance, General Award - State;
  - the construction or repair of bulk sugar terminals and sugar mills covered and subject to the provisions of the Building Construction Industry Award - State.
- employees classified in this award who are employed by a mixed enterprise in a maintenance and/or ancillary capacity;
- in Victoria to the work of roof slaters, roof-tiler, ridger, shingler, or cement tiler (other than a tiler laying wall or flooring tiles).

## **6.1.2 Labourers classifications**

**6.1.2(a)** In relation to the classifications contained in 18.1.2 of this award, this award applies in the States of Victoria, Tasmania, Western Australia, New South Wales, South Australia and Queensland (subject to 6.2 – Locality of this award), in respect of the employment of persons as builders' labourers about any building or assisting any bricklayer, mason, plasterer, carpenter, plumber or any tradesman engaged on building operations or employed on any making or contracting job in wood, stone, brick, concrete, iron or steel or combination of those or other materials incidental to building construction, repair, demolition or removal of buildings or as a scaffolder, rigger, gear hand, gantry hand or crane hand, dogman, powder monkey, pile diver, jack hammerman, winch or hoist driver, tackle hand, mixer driver, operator of motorised dump barrows, monorail skips, vibrators for packing concrete, concrete screeders on any building site and any labourer assisting a tradesman on building sites in placing pre-stressed or pre-cast concrete components, or in placing curtain walling or in work in connection with the lift slab method of erection, and any labourer on building sites erecting in New South Wales or dismantling elsewhere than in New South Wales, steel formwork or supports thereto, any labourer excavating ground for foundations and basements of buildings or levelling ground on the site of and within the alignment of the actual building to be erected or doing concrete work, or mortar or concrete mixing in connection with or incidental to the foregoing operations and including all builders' labourers employed as such in connection with all work of the Building Industry performed on the site hereof.

**6.1.2(b)** Provided that this award shall not apply to any builders' labourer employed solely assisting any plumber or, employed by a plumbing Contractor on plumbing work.

## **6.1.3 Operators classifications**

In relation to the classifications in 18.1.3 and 18.1.4 of this award, subject to the exemptions and modifications contained in this award, this award applies to the employment of persons when engaged on construction, maintenance, alteration, repair or demolition work.

## **6.2 Locality**

The locality of this award shall be in three parts as follows:

### **6.2.1 Tradesperson classifications**

In relation to the classifications contained in 18.1.1 of this award, this award shall apply in the states of New South Wales (excluding the County of Yancowinna), Queensland, South Australia, Western Australia, Tasmania and Victoria.

## **6.2.2 Labourers classifications**

In relation to the classifications contained in 18.1.2 of this award, this award shall apply in the States of Victoria, New South Wales (excluding the County of Yancowinna), Tasmania, South Australia, Western Australia and Queensland (other than that area of Queensland situated north of a line commencing at the sea coast with the twenty second parallel of south latitude, thence by that parallel of latitude due west to a hundred and forty seven degrees of east longitude thence by that meridian of longitude due south to twenty two degrees thirty minutes of south latitude, thence by that parallel of latitude due west to the western border of the state).

## **6.2.3 Operators classifications**

**6.2.3(a)** In relation to the classifications contained in 18.1.3 and 18.1.4 of this award, this award shall apply in the States of New South Wales (excluding the County of Yancowinna), Victoria, Tasmania, South Australia and Queensland.

**6.2.3(b)** Provided that in Queensland it shall apply to work other than civil engineering projects (which include dams, bridges, irrigation channels and roadworks) and work performed on Mt Isa Mines leases within 32 kilometres of the Mt Isa Post Office.

## **7. PARTIES BOUND**

This award shall apply to and be binding upon:

**7.1** The Construction, Forestry, Mining and Energy Union and its officers and members employed by employers respondent to this award; and

**7.2** The Australian Workers' Union in respect of carpenters and joiners who are employed by Crown or local government authorities respondent to this award in the States of New South Wales (excluding the County of Yancowinna), South Australia, Tasmania and Victoria only; and

**7.3** The employers and organisations of employers, respondent to this award in respect of their employees or employees of their members within the classifications contained in this award whether members of the organisation mentioned in 7.1 hereof or not.

## **8. PERSONS, ORGANISATIONS, INDUSTRIES AND EMPLOYERS EXEMPTED FROM COVERAGE**

**8.1** Where employees bound by this award are employed on a project where the majority of employees are covered by the Australian Workers Union Construction and Maintenance Consolidated Award, 1989 [Print J0719 [A0516]], or by the General Construction and Maintenance Civil and Mechanical Engineering (State) Award (an award of the Industrial Relations Commission of NSW) then the relevant provisions of those awards relating to hours of work, shift work, rest periods, camping allowance and accommodation on distant jobs shall apply in lieu of similar provisions of this award.

**8.2** This award shall not apply to work performed under the following awards:

**8.2.1** The Building Crane Drivers (State) Award (an award of the Industrial Relations Commission of NSW);

**8.2.2** The Plant Operators on Construction (State) Award (an award of the Industrial Relations Commission of NSW) when performed by members of the Australian Workers' Union New South Wales (an industrial union of employees registered under the *Industrial Relations Act 1996 NSW*).

**8.3** The Department of Public Works and Services NSW shall be exempted from the provisions of the following clauses of the award, so long as the NSW Government's uniform leave conditions apply to the employees concerned:

- clause 24.12 - Accident pay
- clause 32 - Annual leave
- clause 33 - Personal leave
- clause 34 - Parental leave
- clause 35 - Jury service

## **9. RELATIONSHIP WITH OTHER AWARDS**

In relation to the employment of employees subject to this award, this award shall supersede the National Building and Construction Industry Award 1990 [Print L2807 [N0122]], provided that no employee shall be reduced in status or position nor have their rate of remuneration reduced merely as a consequence of the making of this award.

## **PART 2 – AWARD FLEXIBILITY**

### **10. ENTERPRISE FLEXIBILITY**

**10.1** Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

**10.1.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

**10.1.2** For the purpose of the consultative process the employees may nominate the union or unions bound by this award to represent them. Where it is known that a union party to this award has membership in an enterprise or workplace, the employer must notify the union prior to commencing negotiations for an agreement.

**10.1.3** Where agreement is reached an application to vary the award shall be made to the Commission.

## **PART 3 – CONSULTATION AND DISPUTE RESOLUTION**

### **11. DISPUTES RESOLUTION PROCEDURE**

#### **11.1 Settlement of disputes**

- 11.1.1** In the event of any dispute or claim arising between an employer and an employee such dispute or matter shall be dealt with in the following manner:
- 11.1.1(a)** In the first instance the dispute or claim shall be taken up with the foreperson or supervisor by the employee or employees concerned or the duly appointed union representative.
  - 11.1.1(b)** For the purposes of this award **duly appointed union representative** shall mean the union member appointed as a job steward/delegate by the union members employed at each company or site and accredited by the union. Such job steward/delegate shall be allowed the necessary time during working hours to interview the employee(s), the employer or nominated employer representative, and duly accredited Officials of the Union on the matters in dispute.
  - 11.1.1(c)** Provided that the foregoing does not relieve the job steward/delegate of the obligation imposed by the employer.
  - 11.1.1(d)** If the dispute or claim is not satisfactorily resolved in accordance with 11.1.1(a) hereof, then the employee(s) or the duly appointed union representative shall approach the employer or the employers representative for discussion and/or negotiation.
  - 11.1.1(e)** If the matter remains unresolved then the duly appointed union representative shall inform the State Secretary or the State official responsible of the union of the nature of the matter in dispute or claimed and discussions shall take place as soon as possible between such officers or representatives of an association of employers as the employer may desire and the respective union. The employer shall afford to the duly appointed union representative such available facilities as to assist in making early contact with the union.
  - 11.1.1(f)** If settlement cannot be reached through the above procedures then either party may refer the matter to the locally organised Board of Reference/Disputes Board (where these have been established by agreement between the parties) and/or the Australian Industrial Relations Commission.
- 11.1.2** Where the above procedures are being followed, work shall continue normally. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause. This subclause shall not apply to any dispute involving a bona fide safety issue.
- 11.1.3** If the dispute is not finalised within seven days of notification the parties shall be free to exercise their rights.

**11.1.4** Provided however, that where a separate disputes settlement procedure has been agreed between the parties as part of an on-site agreement, and this has been endorsed by the Commission, that procedure shall prevail over the above.

**11.1.5** Each duly appointed union representative shall be granted up to five days paid leave per year to undertake training that will assist them in their settlement of disputes role. The time of taking such leave shall be agreed with the relevant union so as to minimise any adverse affect on the employers' operations.

## **11.2 Board of Reference/Disputes Board**

Where a matter has been referred to a Board of Reference/Disputes Board:

**11.2.1** it shall convene a meeting to consider any matter referred to it at the earliest possible date;

**11.2.2** decisions of a Board of Reference/Disputes Board shall be by majority, but where the employer and employee representatives are divided, the chairperson shall have the power to determine the matter;

**11.2.3** a Board of Reference/Disputes Board shall not have the power to hear disputes concerning an extension or variation of the provisions of an award, site or other agreement involving wages and conditions of work.

## **11.3 Posting of award**

A consolidated copy of this award (with all variations included) shall be kept by the employer in a prominent place on the employer's premises and be made readily accessible to the employees upon request.

## **11.4 Posting of notices**

An employer shall not prevent an official of the union who is acting in accordance with s.285C of the Act from posting on an employer's premises or job a copy of any official notice of the union provided such notice is of reasonable size.

# **PART 4 – EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

## **12. EMPLOYER AND EMPLOYEE DUTIES**

### **12.1 Work organisation**

**12.1.1** An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

**12.1.2** Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **12.2 Time records**

Each employer shall keep a record from which can be readily ascertained the following:

- 12.2.1** The name of each employee and the employee's classification.
  - 12.2.2** The hours worked each day.
  - 12.2.3** The gross amount of wages and allowances paid.
  - 12.2.4** The amount of each deduction made and the nature thereof.
  - 12.2.5** The net amount of wages and allowances paid.
  - 12.2.6** The employer's Workers Compensation policy or other satisfactory proof of insurance such as a renewal certificate.
  - 12.2.7** Any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE Tax, whether under a Group Employer's Scheme or not.
  - 12.2.8** A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employers registration, the date of the last payment, and the period for which that payment applies. (Where such documentation is payable under State Legislation).
  - 12.2.9** The employer's and the employee's C+BUS or other Occupational Superannuation Schemes number and the contribution returns by the employer to C+BUS or other Occupational Superannuation Schemes on behalf of the employee, where such benefit applies.
- 12.3** All records and documentation referred to in 12.2 hereof or copies thereof, shall be available for inspection during the usual office hours at the employer's office or other convenient place, and the employer shall record the location of the job if it is outside the radius specified in clause 38 - Fares and travel patterns allowance of this award.
- 12.4** For the purpose of this clause, wages shall include piecework rates paid in accordance with this award.

## **13. EMPLOYMENT CATEGORIES**

### **13.1 Operators**

- 13.1.1** The following provisions shall apply to the classifications contained in 18.1.3 and 18.1.4 of this award:
  - 13.1.1(a)** Except as to casual labour, employment shall be by the week. An employee to become entitled to payment on a weekly basis shall, except as provided by clause 33 – Personal leave of this award, perform such work as the management shall from time to time require on the days and during the hours usually worked by the class of employees affected.

**13.1.1(b)** Employment for the first two weeks of service shall be from day to day at the weekly rate fixed. Provided that any employee who has once served a probationary period of two weeks with any employer shall not be subject to be employed for a second probationary period with the same employer except when such re-engagement takes place at least one month after the termination of employment. Provided, further, that an employee shall be paid for any holiday or holidays which occur during any period the employee is employed on probation pursuant to this clause.

### **13.1.2 Casual labour**

**13.1.2(a)** A casual employee is one engaged and paid as such. Provided further that a casual employee is an employee competent to do the work required who is dismissed or refused work without any fault on the part of the employee before the expiration of two weeks from the first day employed. Provided further that employment beyond the expiration of two weeks shall be deemed to be weekly employment.

**13.1.2(b)** Provided further that any employee who has been engaged and paid as a casual and has had their employment terminated, through no fault of the employee, by any employer shall not be subject to be employed as a casual employee by the same employer, except when such re-engagement takes place at least one month after the termination of that casual employment.

**13.1.2(c)** A casual employee for working ordinary time shall be paid one thirty eighth of the weekly award wage calculated in accordance with 18.3.2 of this award for each hour so worked, plus a loading of 20%. The 20% loading prescribed herein is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment.

**13.1.2(d)** A casual employee shall be paid for a minimum three hours work.

### **13.2 Tradespersons and labourers**

**13.2.1** The following provisions shall apply to the classifications contained in 18.1.1 and 18.1.2 of this award:

**13.2.1(a)** One day's notice of termination of employment shall be given on either side or one day's pay shall be paid or forfeited.

**13.2.1(b)** Subject to the termination provisions of clause 36 of this award notice given at or before the usual starting time of any ordinary working day shall be deemed to expire at the completion of that day's work.

**13.2.1(c)** A tradesperson shall be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools.

**13.2.1(d)** Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

## **13.2.2 Casuals**

**13.2.2(a)** For the purpose of 13.2 hereof, **casual hand** means an employee who is employed for a period of less than five days (exclusive of overtime) in any continuous period of employment with the same employer. In addition to the rate appropriate for the type of work, a casual hand shall be paid an additional 20% of the rate per hour with a minimum payment as for three hours employment. The penalty rate herein prescribed shall be made in lieu of annual leave, public holidays and sick leave prescribed for other employees in this award.

**13.2.2(b)** Provided that an employee engaged by the same employer on a regular and/or systematic basis for a sequence of periods of employment of less than five days shall not be a casual hand and shall be entitled to all the conditions of a non-casual tradesperson or labourer.

## **13.3 Part-time employment**

Subject to the provisions of clause 34 and clauses 21, 27, 32, 35 and 36 of this award, the following shall apply to all classifications contained in this award:

**13.3.1** An employee may be employed to work ordinary hours on a part time basis on any of the days Monday to Friday, pursuant to the provisions of clause 34 – Parental leave of this award.

**13.3.2** An employee so engaged shall be classified as a part time employee and be paid for ordinary hours worked at the appropriate hourly rate for the applicable work classification.

**13.3.3** Unless specifically provided by the clauses referred to above and subject to the provisions of 34.11.4 of this award and the matters agreed to in accordance with 34.11.7 of this award part time employment shall be in accordance with the provisions of this award which shall apply pro rata.

## **14. STAND-DOWN OF EMPLOYEES**

### **14.1 Operators**

**14.1.1** An employer may deduct payment for any day the employee cannot be usefully employed because of any strike by the claimant organisation of employees or any other union or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

**14.1.2** Provided that where an employer orders employees not to work on any day because of the state of the weather, such orders shall not deprive the employees of their claim for payment under their weekly engagements, but if such employees cease work in any day because of the state of the weather without being ordered to do so they shall not be entitled to payment for time being so lost.

## **14.2 Tradespersons and labourers**

The employer may deduct payment for any day upon which an employee cannot be usefully employed because of any strike by or participation in any strike by members of the union; or because of any strike by any members of the union employed by the employer; or because of any strike by or participation in any strike by another union, organisation or association or by any branch thereof, or by any members thereof who are employed by the employer; or because of any stoppage of work (other than for inclement weather within the allowance prescribed in clause 21 of this award) for any cause, including breakdown of machinery or failure or lack of power, for which cause the employer is not responsible.

## **15. PRESENTING FOR WORK BUT NOT REQUIRED**

**15.1** A new employee, if engaged and presenting for work to commence employment and not being required shall be entitled to at least eight hours' work or payment therefore at ordinary rates, plus the appropriate allowance prescribed by clause 38 - Fares and travel patterns allowance, of this award.

**15.2** However if the services of any employee are not required by reason of inclement weather then the provision of clause 21 - Inclement weather - tradespersons and labourers of this award, shall apply.

## **16. REDUNDANCY**

### **16.1 Definition**

**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.

### **16.2 Redundancy pay**

**16.2.1** A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this award) with the employer:

<b>Period of continuous service with an employer</b>	<b>Redundancy/severance pay</b>
1 year or more but less than 2 years	2.4 weeks pay plus for all service in excess of 1 year, 1.75 hours pay per 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 pay per completed week of service up to a maximum of 7 weeks pay
3 years or more than 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

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

**16.2.3** **Week's pay** means the ordinary time rate of pay at the time of termination for the employee concerned.

**16.2.4** 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.

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

**16.2.6** 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 twelve months.

**16.2.7** 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:

**16.2.7(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 is the greater but not both; or

**16.2.7(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 be entitled to the fund benefit or the award benefit whichever is greater but not both.

**16.2.8** Service as an employee for the Crown in the Right of the State of Western Australia, the Crown in the Right of the State of New South Wales, Victorian Statutory Authorities, or the Crown in the Right of the State of Victoria shall not be counted as service for the purpose of this clause.

### **16.3 Employee leaving during notice period**

An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, shall be entitled to the 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.

### **16.4 Transmission of business**

**16.4.1** Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called **the transmittor**) to another employer (in this subclause called **the transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

**16.4.1(a)** the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

**16.4.1(b)** 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.

**16.4.2** In this subclause **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.

## **17. TERMINATION OF EMPLOYMENT - OPERATORS**

### **17.1 Notice of termination by employer**

**17.1.1** Except as provided in 17.1.6 hereof, the employer when terminating the employment of an operator shall give to the employee the following notice:

**Period of continuous service**

**Period of notice**

One year or less	one week
Over one year and up to the completion of three years	two weeks
Over three years and up to the completion of five years	three weeks
Over five years	four weeks

**17.1.2** In addition to the notice in 17.1.1 hereof, employees over 45 years of age at the time of giving notice with not less than two years continuous service shall be entitled to an additional weeks notice.

**17.1.3** Subject to the termination provisions of clause 37 - Living away from home - distant work of this award, notice given at or before the usual starting time of any ordinary working day shall be deemed to include that day's work.

**17.1.4** Payment in lieu of the notice prescribed in 17.1.1 and 17.1.2 hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice and part payment in lieu of the notice.

**17.1.5** In calculating any payment in lieu of notice the wages the employee would have received, in respect of the ordinary time an employee would have worked during the period of notice had the employee's employment not been terminated, shall be used.

**17.1.6** The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, or in the case of casual employees, probationary employees (engaged in accordance with 13.1.1(b) of this award), apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

**17.1.7** Notwithstanding the foregoing provisions trainees and apprentices who are engaged for a specific period of time shall once the traineeship/apprenticeship is completed, and provided the trainees'/apprentices' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee/apprentice is terminated at the end of their traineeship/apprenticeship and is re-engaged by the same employer within six months of such termination, the period of the traineeship/apprenticeship shall be counted as service in determining any future termination entitlements.

**17.2 Termination by an operator**

**17.2.1** The notice of termination required to be given by an employee shall be the same as that required for an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

**17.2.2** If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 17.3 Time off during notice period

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

## PART 5 – WAGES AND RELATED MATTERS

### 18. CLASSIFICATIONS AND WAGE RATES

#### 18.1 Wage rates

The following amounts shall be applied where appropriate for the purposes of the calculation in 18.3 of this award of the hourly rate to apply under this award.

##### 18.1.1 Trade

<b>Classification</b>	<b>Base rate</b> \$	<b>Supplementary payment</b> \$	<b>Safety net adjustment</b> \$	<b>Weekly rate</b> \$
Carpenter diver	489.80	52.10	56.00	597.90
Carver	395.90	52.10	60.00	508.00
Refractory bricklayer	393.40	52.10	60.00	505.50
Special class tradesman	385.00	52.10	60.00	497.10
Letter cutter	378.60	52.10	60.00	490.70
Marker or setter out	378.60	52.10	60.00	490.70
Signwriter	374.70	52.10	60.00	486.80
Artificial stoneworker, Bricklayer, Bridge and Wharf Carpenter, Carpenter and/or Joiner, Caster, Fixer, Floorlayer specialist, Floorsander (Tasmania), Glazier, Marble and Slateworker, Painter Plasterer, Quarryman, Roofiler, Slate Ridge or Roof Fixer, Shophand, Stonemason, Roof Fixer				
Tilelayer	365.20	52.10	60.00	477.30
Machinist	347.90	52.10	60.00	460.00
Refractory Bricklayer's Assistant	335.10	52.10	60.00	447.20

<b>Classification</b>	<b>Base rate \$</b>	<b>Supplementary payment \$</b>	<b>Safety net adjustment \$</b>	<b>Weekly rate \$</b>
Plasterer's Terrazzo or Stonemason's assistant (including assistant in factory-NSW)	335.10	52.10	60.00	447.20
Stonemason assistant (factory only - Tasmania)	320.60	52.10	60.00	432.70
<b>18.1.2 Labourers</b>				
(1) Rigger, Dogman	362.30	52.10	60.00	474.40
(2) Scaffolder (as defined), powder monkey, hoist or winch driver, foundation shaftsmen (as defined), steel fixer, including tack welder, concrete finisher (as defined)	346.70	52.10	60.00	458.80
(3) Trades Labourers, jack-hammerman, mixer driver (concrete), gantry hand or crane hand, crane chaser, cement gun operator (except in VIC), concrete cutting or drilling machine operator, concrete gang including concrete floater (as defined), roof layer (malthoid or similar material), dump cart operator, concrete formwork stripper, mobile concrete pump hoseman or line hand	335.10	52.10	60.00	447.20

<b>Classification</b>	<b>Base rate \$</b>	<b>Supplementary payment \$</b>	<b>Safety net adjustment \$</b>	<b>Weekly rate \$</b>
(4) Builders' Labourers other than as specified in classification (1) to (3) herein	306.60	52.10	60.00	418.70
(5) Dogman/Crane Hand (as defined) (fixed cranes, VIC only)	431.00	52.10	58.00	541.10
(6) Trainee Dogman/ Crane Hand (as defined) (fixed cranes VIC only)	404.70	52.10	60.00	516.80
<b>18.1.3 Operators (other than NSW)</b>				
<b>18.1.3(a)</b> Operator Grade 1: Mechanical Plant Operator Group 1 Mechanical Plant Operator Group 2 Winch Driver Fork-lift Driver - lifting capacity to 5000 kg	350.30	52.10	60.00	462.40
Operator Grade 2: Fork-lift Driver - lifting capacity over 5000 kg Mobile Hydraulic Platform Operator Mobile Concrete Line Pump Operator	356.10	52.10	60.00	468.20
Operator Grade 3: Mechanical plant operator Group 3 Mechanical plant operator Group 4 Mobile crane driver up to 8 tonnes Mobile crane driver 8 - 15 tonnes	370.30	52.10	60.00	482.40

<b>Classification</b>	<b>Base rate</b> \$	<b>Supplementary payment</b> \$	<b>Safety net adjustment</b> \$	<b>Weekly rate</b> \$
Mobile concrete boom pump operator				
Operator Grade 4: Mobile crane driver 15 - 40 tonnes Mobile crane driver 40 - 80 tonnes Mobile crane driver 80 - 100 tonnes Mechanical plant operator Group 5 Mechanical plant operator Group 6	385.30	52.10	60.00	497.40
Operator Grade 5: Tower Crane Driver	430.50	52.10	58.00	540.60

### **18.1.3(b) Mobile cranes capacity adjustment formula**

For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes an amount of \$13.70 shall be added to the base rate for Operator Grade 4 and above.

### **18.1.3(c) Index to mechanical plant groups - other than NSW**

#### **Group 1:**

- Pneumatic tyred tractors not using power operated attachments over 70 and up to 110 kw brake power.

#### **Group 2:**

- Crawler tractors not using power operated attachments up to and including class 3.
- Crawler tractor using power operated attachments up to and including class 2.
- Pile Driving Machine.
- Pneumatic tyred tractors not using power operated attachments over 35 kw brake power up to 70 kw brake power.
- Pneumatic tyred tractors using power operated attachments, up to 35 kw brake power.
- Road roller, powered, under 8 tonnes.
- Road roller, power vibrating under 4 tonnes.
- Second driver - Navy and dragline - or dredge - tyre excavator.

**Group 3:**

- Compactor, up to but not exceeding 48 kw.
- Crawler tractor not using power operated attachments class 4 and 5.
- Crawler tractor using power operated attachments class 3 and 4.
- Loader up to and including 0.75 cubic metre.
- Pneumatic tyred tractor not using power operated attachments over 70 and up to 110 kw brake power.
- Pneumatic tyred tractor using power operated attachments over 35 and up to 70 kw brake power.
- Road roller powered 8 tonnes and over.
- Road roller, powered, vibrating 4 tonnes and over.

**Group 4:**

- Compactor, from 48 kw, up to but not exceeding 95 kw.
- Crawler tractor not using power operated attachments above class 5.
- Crawler tractor using power operated attachments above class 5 and 6.
- Excavator up to and including 0.5 cubic metre capacity.
- Grader, power operated below 35 kw brake power.
- Loaders, front-end or over-head 0.75 cubic metre up to and including 2.25 cubic metre.
- Pneumatic tyred tractor not using power operated attachments over 110 kw brake power.
- Pneumatic tyred tractor using power operated attachments over 70 kw and up to 110 kw brake power.
- Scraper, self-powered under ten cubic metres struck capacity.

**Group 5:**

- Compactor, from 96 kw up to but not exceeding 220 kw.
- Crawler tractor using power operated attachments class 7 and 8.
- Excavator above 0.5 cubic metre up to and including 2.25 cubic metres.
- Graders, power operated 35 to 70 kw brake power inclusive.
- Loaders: front-end and overhead 2.25 cubic metres up to and including 4.5 cubic metres.
- Pneumatic tyred tractor using power operated attachments in excess of 110 kw brake power.
- Scraper, self-powered over ten cubic metres up to and including twenty cubic metres struck capacity.

**Group 6:**

- Compactor, from 220 kw.
- Crawler tractor using power operated attachments class 9.
- Excavator, over 2.25 cubic metres.
- Grader, power operated over 70 kw brake power.
- Loaders, front-end and overhead over 4.5 cubic metres capacity.
- Scraper, self-powered over twenty cubic metres struck capacity.

**NOTE:**

Crawler tractors are classified in accordance with Australian standard D4-1964 Classification of Crawler Tractor by weight as follows:

Class	Shipping Weight – Pounds
1	up to 3000
2	over 3000 up to 6000
3	over 6000 up to 10000
4	over 10000 up to 15000
5	over 15000 up to 25000
6	over 25000 up to 40000
7	over 40000 up to 60000
8	over 60000 up to 80000
9	over 90000

(metric edition of standard not yet available)

**18.1.4 Operators NSW**

**18.1.4(a)**

Classifications	Base rate	Supplementary payment	Arbitrated safety net	Weekly rate
	\$	\$	\$	\$
Group A	356.00	52.10	60.00	468.10
Group B	373.80	52.10	60.00	485.90
Group C	389.70	52.10	60.00	501.80
Group D	397.10	52.10	60.00	509.20
Group E	405.80	52.10	60.00	517.90
Group F	411.20	52.10	58.00	521.30
Group G	420.40	52.10	58.00	530.50
Group H	432.80	52.10	58.00	542.90

**18.1.4(b) Mobile crane capacity adjustment**

For every five tonnes in excess of twenty tonnes an amount of \$1.73 shall be added to the base rate for Group D or above.

**18.1.4(c) Index to mechanical plant groups – New South Wales**

**Group A**

- Air compressor operators.
- Electric motor attendants.
- All winch drivers.
- Servicepeople.
- Operators of other cranes up to and including 5 tonnes.
- Mobile Concrete Line Pump Operator.

### **Group B**

Operator of:

- Tractor - up to but not exceeding 48 kw (65hp).
- Skid steer tractor - up to but not exceeding 48 kw (65hp).
- Compactor - up to but not exceeding 48 kw (65hp).
- Fork Lift - up to but not exceeding 48 kw (65hp).
- Mobile crane - up to and including 10 tonnes.
- Floating crane - up to and including 10 tonnes.
- Other cranes - over 5 tonnes and not exceeding 15 tonnes road roller.
- Mobile Concrete Boom Pump Operator.

### **Group C**

Operator of:

- Tractor from 48 kw (65hp) up to but not exceeding 95 kw (130bp).
- Loader - from end and overhead from 48 kw up to but not exceeding 95 kw (130bp).
- Dragline/Shovel/Excavator - up to 0.5 cubic metres.
- Dumper - up to but not exceeding 25 tonnes.
- Grader - up to and including 90 kw (120bp).
- Compactor - from 48 kw (65hp) but not exceeding 95 kw (130bp).
- Skid steer tractor - from 48 kw (65hp) up to but not exceeding 95 kw (130hp).
- Fork lift - from 48 kw (65hp) up to but not exceeding 95 kw (130hp).
- Mobile crane - over 10 but not exceeding 20 tonnes.
- Floating crane - over 10 but not exceeding 20 tonnes.
- Other cranes - over 15 but not exceeding 20 tonnes.

### **Group D**

Operator of:

- Tractor - from 95 kw (130hp) up to but not exceeding 220 kw (295hp).
- Excavator - hydraulic telescopic boom type.
- Dragline/shovel excavator - from 0.5 cubic metres up to but not exceeding 1.5 cubic metres.
- Fork-lift - from 95 kw (130hp) up to but not exceeding 220 kw (295hp).
- Dumper - from 25 tonnes up to but not exceeding 40 tonnes.
- Grader - from 96 kw (130hp) up to but not exceeding 148 kw (200hp).
- Loader - front end and overhead from 95 kw (130hp) up to but not exceeding 220 kw (295hp) capacity.
- Side boom/pipe layer - up to but not exceeding 95 kw (130hp).
- Compactor - from 96 kw (130hp) up to but not exceeding 220 kw (295hp).
- Skid steer tractor - from 95 kw (130hp) up to but not exceeding 220 kw (295hp).

### **Group E**

Operator of:

- Grader - from 148 kw (200hp).
- Tractor - from 220 kw (295hp) up to but not exceeding 370 kw (500hp).
- Dumper - from 40 tonnes up to but not exceeding 100 tonnes.
- Loader - front end and overhead, from 220 kw (295hp) up to but not exceeding 370 kw (500hp).
- Compactor - from 220 kw (295hp).
- Skid steer tractor - from 220 kw (295hp).
- Dragline/shovel excavator - from 1 metre up to but not exceeding 3.0 metre capacity.
- Side boom/pipe layer - from 96 kw (130hp) but not exceeding 220 kw (295hp).

### **Group F**

Operator of:

- Tractor - from 370 kw (500hp) up to but not exceeding 450 kw (600hp).
- Dragline/shovel excavator - from 3.0 cubic metres up to but not exceeding 5 cubic metres.
- Dumper - from 100 tonnes struck capacity.
- Loader - front end and overhead, from 370 kw (500hp) up to but not exceeding 450 kw (600hp).

### **Group G**

Operator of:

- Dragline/shovel excavator – from 5 cubic metres.
- Side boom/pipe layer – from 220 kw (295hp).

### **Group H**

Operator of:

- Tractor - from 450 kw (600hp).
- Tower Crane.

**18.1.5** Supplementary payments as set out in this clause represent payments in lieu of equivalent overaward payments.

**18.1.6** **Overaward payment** means the amount in rates of pay which an employee would receive in excess of the minimum award wage (i.e. base rate, arbitrated safety net and supplementary payment) as prescribed in this award for the classification in which such employee is engaged. Provided that this definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, tool allowances, disability allowances, location allowances, special rates or allowances, responsibility allowances and any other ancillary payments of a like nature prescribed by this award.

**18.1.7** The rates of pay in this award include the arbitrated safety net adjustment payable under the *April 1998 and April 1999 Safety Net Review - Wages* decisions [Prints Q1998 and R1999]. This arbitrated safety net 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 above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

**18.1.8** Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

## **18.2 Special allowance**

**18.2.1** Employees (other than operators in New South Wales) shall be paid a special allowance of \$7.70 to compensate for the following matters:

**18.2.1(a)** Excess travelling time incurred by employees in the building industry.

**18.2.1(b)** The removal of loadings from the various building awards in this industry.

**18.2.2** Operators in New South Wales shall be paid a special allowance of \$7.25 to compensate for the matters contained herein.

## **18.3 Hourly rate calculation**

### **18.3.1 Tradesperson and labourer employees - follow the job loading**

**18.3.1(a)** The calculation of the hourly rate shall take into account a factor of eight days in respect of the incidence of loss of wages for periods of unemployment between jobs.

**18.3.1(b)** For this purpose the hourly rate, calculated to the nearest cent, (less than half a cent to be disregarded) shall be calculated by multiplying the sum of the appropriate amounts prescribed in 18.1.1 and 18.1.2 hereof, 24.1, 24.2, 24.3 and 24.5.2 of this award, by fifty-two over fifty point four (52/50.4) rounded to the nearest cent, adding to that subtotal the amount prescribed in 18.2 hereof and dividing the total by 38. Provided that in the case of a carpenter-diver, the divisor shall be 31, and for refractory bricklayers and their assistants the allowance contained in 18.10 hereof shall be added to the hourly rate.

### **18.3.2 Operator employees**

The hourly rate shall be calculated by adding the amounts prescribed in 18.1.3, 18.1.4, 18.2 and 18.7 hereof and 24.1, 24.2 and 24.5 of this award, and dividing the total by 38.

## 18.4 Leading hands

**18.4.1** A person specifically appointed to be a leading hand (as defined) shall be paid at the rate of the undermentioned hourly amounts above the hourly rates of the highest classification supervised, or the employees own rate, whichever is the highest in accordance with the number of persons in the employees charge.

	<b>Weekly base</b>	<b>Per hour</b>
	\$	\$
In charge of not more than one person	11.40	0.31
In charge of two and not more than five persons	25.30	0.69
In charge of six and not more than ten persons	32.30	0.88
In charge of more than ten persons	43.10	1.17

**18.4.2** For daily hire employees, the hourly rate prescribed herein is calculated to the nearest cent, less than half a cent to be disregarded, by multiplying the weekly base amount by 52 over fifty point four (52/50.4) and dividing by 38 and the said amount shall apply for all purposes of this award (provided that in the case of a carpenter-diver the divisor shall be 31. The conditions to the payment of the base rate set out in 18.1 hereof shall apply, the necessary changes being made, to payments under this subclause.

## 18.5 Foreperson (New South Wales and Tasmania)

**18.5.1** Foreperson (Tasmania): in addition to the rates prescribed in this clause a foreperson in Tasmania in charge of a complete project shall be paid not less than \$15.57 per day extra.

**18.5.2** A Bridge and Wharf carpenter (in New South Wales only) engaged or employed as a foreperson or sub-foreperson upon civil engineering construction projects in the supervision of maintenance, demolition, or removal of such work shall be paid the following weekly rate:

	<b>Weekly rate</b>
	\$
General or supervising foreperson	645.40
Sub-foreperson	606.40

**18.5.3** The hourly rate to apply shall be calculated in accordance with 18.3.1 hereof.

## 18.6 Differential for re-paint work

The hourly rate for painters on re-paint work shall be calculated at five cents per hour less than the hourly rate prescribed in 18.3.1 hereof for painters on other than re-paint work.

## 18.7 In charge of plant allowance

**In charge of plant** - an employee engaged in a classification contained in 18.1.3 hereof and 18.1.4 hereof who is in charge of plant, which shall mean:

- 18.7.1** when two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or
- 18.7.2** an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees; or
- 18.7.3** when the employee is the only person of that class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work; or
- 18.7.4** where shifts are worked the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work;

shall be paid an additional amount of \$23.30 per week.

**18.8 Adult trainees (Victoria)**

An employee in Victoria employed in an Adult Training Course in Fibrous Plastering shall be paid the following percentage of the total minimum rate of pay for a Plasterer calculated in accordance with 18.3.1 hereof rounded to the nearest ten cents.

<b>Adult trainee</b>	<b>%</b>
First year	94
Second year	96
Third year	98

**18.9 Piecework**

Engagement on a piecework basis may be entered into provided that:

**18.9.1 New South Wales**

In NSW engagement on a piecework basis may be entered into for Plasterboard Fixers, Slaters and Roof Fixers, and Tilelayers, provided that the piecework rates paid shall be in accordance with the appropriate Appendix of the Building Tradesman (State) Construction Award (an award of the Industrial Commission of NSW). All other conditions of employment prescribed in this award shall apply.

**18.9.2 Victoria**

**18.9.2(a) Tile layers**

The lowest piecework rates payable to any person shall be as follows:

<b>18.9.2(a)(i)</b>	<b>Wall tiles</b>	
	152x152mm Sand and Cement	\$30.02 per sq m
	200x200mm Adhesive	\$20.40 per sq m
	100x100mm Sand and Cement	\$34.17 per sq m
	100x100mm Adhesive	\$23.54 per sq m
	Internal Coves:	
	Adhesive	\$6.40 per sq m
	Sand and Cement	\$7.40 per sq m
	Tile Fittings:	
	Adhesive	\$2.79 each
	Sand and Cement	\$5.08 each
	Floor Tiles Laid On Walls:	
	Adhesive	\$23.02 per sq m
	Sand and Cement	\$34.17 per sq m
	Window Sills	\$6.40 per metre

<b>18.9.2(a)(ii)</b>	<b>Floor tiles</b>	
	150x150mm Sand and Cement	\$24.89 per sq m
	240x115mm)	
	230x110mm)	
	200x200mm) Adhesive	\$19.64 per sq m
	100x100mm Sand and Cement	\$31.36 per sq m
	110x110mm Adhesive	\$21.10 per sq m
	Open Joint Work	
	(without grouting)	\$4.12 per sq m
	Cove Skirtings:	
	Adhesive	\$6.40 per sq m
	Sand and Cement	\$7.40 per sq m
	Step Treads:	
	Step Treads	\$6.40 per lineal metre
	(infill)	\$11.50 per lineal metre
	(infill and riser)	\$17.94 per lineal metre
	Special Ironed Joints	\$ 4.21 per sq m

**18.9.2(a)(iii) Mosaics**

Floors

50x50mm Mesh Mounted:

Sand and Cement \$24.89 per sq m

Adhesive \$19.64 per sq m

25x25 Paper Faced:

Sand and Cement \$28.82 per sq m

Adhesive \$23.40 per sq m

Walls

50x50mm Mesh Mounted:

Sand and Cement \$26.82 per sq m

50x50mm)

25x25mm) Adhesive \$30.66 per sq m

**18.9.2(a)(iv)** All other work is to be paid at \$22.27 per hour.

**18.10 Refractory work**

**18.10.1 Application**

This subclause shall apply to employers with respect to employees engaged in the construction, alteration or repairs to:

**18.10.1(a)** Boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work;

**18.10.1(b)** Acid furnaces, acid stills, acid towers and all other acid resisting brickwork.

**18.10.2 Refractory bricklaying allowance**

A special allowance to compensate for disabilities associated with the work of refractory bricklaying shall be paid as follows:

<b>Classification</b>	<b>Per hour</b>
	\$
Refractory Bricklayer	\$1.25
Refractory Bricklayer's Assistant	\$1.08

This allowance shall be paid in lieu of all special rates prescribed in clause 24 of this award except 25.1.4(b) and 25.1.4(c), and shall be regard as part of the wage rate for all purposes of the award.

**18.10.3 Apprentices**

An apprentice refractory bricklayer shall be paid the appropriate percentage as prescribed by clause 20 - Junior labour of this award, of the wage rates and allowances prescribed by 18.1.1 and 18.10 hereof.

## **18.11 New South Wales - site provisions**

### **18.11.1 Kosciusko National Park - site allowance**

Employees engaged on major construction projects in the Kosciusko National Park shall be paid a site allowance of \$1.68 per hour worked. This allowance shall apply in lieu of all special rates and be paid as a flat rate for all purposes of the award excluding overtime.

## **18.12 Victoria - site provisions**

### **18.12.1 Altona Petro-Chemical allowance**

An employee working on construction work (as defined) within an eight km radius from the intersection of Kororoit Creek Road and Millers Road, Altona shall, when employed on chemical or petro-chemical plants or on commercial or industrial construction jobs within one km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an all-purpose allowance of 79 cents hour extra.

Provided that subject to further order of the Commission this allowance herein prescribed shall not apply in respect to work on the premises of Petroleum Refineries of Australia Ltd.

### **18.12.2 Shell Refinery, Victoria**

Employees working in the Shell Refinery at Corio, Geelong, Victoria, shall be paid an all purpose allowance of 75 cents per hour extra.

## **18.13 Queensland - site provision**

### **18.13.1 Additional provisions - Weipa, Queensland**

Employees bound by this award and employed in the Weipa area shall receive the same additional payment and travelling time provisions prescribed in clauses 11(7) and 13(5) respectively of the Building Construction Industry Award - State of the Industrial Relations Commission of Queensland as varied from time to time.

### **18.13.2 Mt Isa - area allowance**

Employees employed at Mt Isa, Queensland, except those employed at Mt Isa mines, shall be paid an additional amount of \$46.54 per week.

## **19. AWARD RESTRUCTURING IN THE BUILDING AND CONSTRUCTION INDUSTRY**

### **19.1 Guidelines for implementation**

- 19.1.1** This subclause can be introduced by an agreement in writing. The agreement may be between an employer and an employee and where the employee is a union member, then the employee may choose to be represented in the negotiations by the union. Where the employer is a member of an employer organisation then it may choose to be represented by the organisation. Any agreement must specify the scope and its period of operation.
- 19.1.2** This subclause shall operate and be available for introduction in the states of New South Wales and Victoria for those streams defined in this award except Civil Construction which shall operate nationally within the scope of the award.
- 19.1.3** Where this subclause has been introduced the rates of pay prescribed in this subclause shall be substituted for those appearing in 18.1 of this award. All other provisions of the award shall continue to apply.
- 19.1.4** Parties shall implement this subclause through appropriate consultative mechanisms. Wherever possible, consultative committees comprising equal numbers of employee and employer representatives shall be established. Matters raised for consideration of the consultative committee shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and matters concerning training.
- 19.1.5** No existing employees' rate of pay shall be reduced as a result of the introduction of this subclause.

### **19.2 Definition of key concepts and terms**

- 19.2.1** **Australian qualifications framework** or **AQF** refers to the system of competency based training and certification.
- 19.2.2** **Civil Construction Stream** includes all related skills involved in earthmoving and associated activity and does not extend beyond the scope of this award.
- 19.2.3** **Fields of work** means a defined grouping of logically related skills based on an efficient organisation of work.
- 19.2.4** **General Construction Stream** includes all fields of work principally concerned with the erection of new structures or buildings (including demolition and pre-construction) and fitout and finishing activities relating to newly constructed or existing buildings or structures, and does not extend beyond the scope of this award.
- 19.2.5** **Industry accredited course** or **nationally accredited course** is a course which has been constructed to reflect a group of standards which the CTA has endorsed as being appropriate combinations of skills to be available to the industry.

**19.2.6** CTA means **Construction Training Australia**. CTA shall be the recognised authority (for the purposes of this subclause) responsible for developing competency standards for consideration and endorsement by the National Training Board/Australian National Training Authority.

**19.2.7** **New entrant** means an employee who has never previously worked within the scope of any of the following awards:

- National Building and Construction Industry Award 2000;
- Building and Construction Industry (ACT) Award 1991, The [Print K0679 [B0171]];
- Building and Construction Industry (Northern Territory) Award 1996 [Print N6856 [B0035]];
- National Metal and Engineering (On-site) Construction Industry Award 1989 [Print H8482 [N0100]];
- Australian Workers' Union Construction and Maintenance Award 1989 [Print J0179 [A0516]];
- Plumbing Trades (Southern States) Construction Award 1999 [Print R5910 [P0092]];
- Plumbing Industry (New South Wales) Award 1999 [Print R5904 [P0111]];
- Plumbing Industry (Qld and WA) Award 1999 [Print R5911 [P0090]];
- Sprinkler Pipe Fitters' Award 1998; The [Print Q5148 [S0091]];

including any federal award which was superseded by the making of these awards, or any state counterpart award covering the same industries and/or callings as the federal awards cited. If there is any doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the construction industry portable long service leave schemes;
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. C+BUS);
- documentary evidence concerning membership of a union party to any of the above awards in the building and construction industry.

**19.2.7(a)** The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this subclause. Existing employees are subject to the translation arrangements set out in 19.6 hereof.

**19.2.7(b)** As the purpose of introducing the new entrant level is not to displace existing employees, but to facilitate the introduction of a career path, an employer shall not purposely "turn over" employees within the new entrant classification as an alternative to engaging employees on an ongoing basis

Provided that nothing contained in this clause shall prevent a party from submitting a dispute about the status of an employee in this regard to the Reclassification Disputes Board outlined in 19.3.3 hereof.

**19.2.8 Recognition of Prior Learning or RPL** means the formal recognition of skill attained through on the job experience and/or training and may include formal qualifications (such as overseas qualifications), which have hitherto been unrecognised.

**19.2.9 Self-directed Work Area Team or WAT** means a group of employees who work as a team to plan and execute functions relevant to their employers business. Work Area Teams are generally autonomous of direct managerial supervision and perform their tasks in a way which maximises productivity and the utilisation of skills.

**19.2.10 Streams or Skill streams** means a broad grouping of skills related to a particular phase or aspect of production and does not extend beyond the scope of this award.

**19.2.11 Supervision:** This subclause recognises two levels of supervision which are as follows:

**19.2.11(a) General Supervision** applies to a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments reviewed on completion; and
- although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions.

**19.2.11(b) Limited Supervision** applies to a person who:

- receives only limited instructions normally confined to a clear statement of objectives; and
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work.

### 19.3 Classifications and related issues

#### 19.3.1 Classifications

##### 19.3.1(a) Construction Worker Level 1 (CW1)

##### Relativity to tradesperson

CW1 (a): (new entrant): Upon commencement in the industry	85%
CW1 (b): After three months in the industry	88%
CW1 (c): After twelve months in the industry	90%
CW1 (d): Upon fulfilling the substantive requirements of Construction Worker 1, as detailed below	92.4%

**19.3.1(a)(i)** A Construction Worker Level 1 (CW1) works under general supervision in one or more skill streams contained within this award. An employee at CW1(d) will:

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

**19.3.1(a)(ii)** Skills and duties

- An employee at CW1 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 two 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;
  - has a qualification in first aid.

**19.3.1(a)(iii)** 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;
- is able to provide first aid assistance to other employees.

**19.3.1(a)(iv)** The CW1 classification incorporates the following broadbanded award classifications:

- Builders' Labourer Group 4;
- Plasterer, Terrazzo or Stonemason's Assistant;
- Stonemason Assistant - Factory (Queensland and Tasmania);
- Trades Labourer;
- Jackhammer Person;
- Mixer Driver (concrete);
- Gantry Hand or Crane Hand;
- Crane Chaser;
- Cement Gun Operator (excluding Victoria);
- Drilling Machine Operator;
- Concrete Gang, including concrete floater (as defined);
- Roof Layer (Malthoid or similar material);
- Dump Cart Operator;
- Concrete Formwork Stripper.

**19.3.1(a)(v)** An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 1(d) or 2. Where possible, an employee at Levels 1(a), 1(b) and 1(c) shall be provided with access to accredited structured training approved by CTA.

**19.3.1(b) Construction Worker Level 2 (CW2)**  
**Relativity to tradesperson - 96%**

**19.3.1(b)(i)** A Construction Worker Level 2 (CW2) works under limited supervision in one or more skill streams contained within this award. A CW2 will:

- have completed in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
- have completed relevant structured training equivalent to the required competency standards.

**19.3.1(b)(ii)**

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 be may 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 their 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 employees 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;
  - applies quality control techniques to the employee's own work and other employees within the Work Area Team.

**19.3.1(b)(iii)**

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 and equipment;
- anticipates and plans for constant changes to the work environment.

**19.3.1(b)(iv)**

The CW2 classification incorporates the following broadbanded award classifications:

- Scaffolder (as defined);
- Powder Monkey;
- Hoist or Winch Driver;
- Foundation Shaftsperson (as defined);
- Steelfixer;
- Tack Welder;
- Concrete Finisher.

**19.3.1(b)(v)** An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 3.

**19.3.1(c) Construction Worker Level 3 (CW3)  
Relativity to tradesperson - 100%**

**19.3.1(c)(i)** A Construction Worker Level 3 (CW3) works individually or in a team environment in one or more skill streams contained within this award. A CW3 will:

- have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test for this level; or
- have successfully completed the required competency standards.

any one of which shall qualify the employee as a Construction Worker Level 3.

**19.3.1(c)(ii)** 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 or CW2 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 CW2;
  - exercises discretion within the scope of this grade;
  - performs work of a trades or non-trades nature which is incidental or peripheral to the employees main function and facilitates the completion of the whole task;
  - is able to inspect products and/or materials for conformity with established operational standards;
  - assists in the provision of on-the-job training.

**19.3.1(c)(iii)** 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 CW2;
- trade skills associated with certificated trades within the scope of this award;
- has a sound understanding of the construction process.

**19.3.1(c)(iv)** The CW3 classification incorporates the following broadbanded award classifications:

- Rigger-Dogman;
- Artificial Stoneworkers;
- Bricklayers;
- Bridge and Wharf Carpenter;
- Carpenter and/or Joiner;
- Caster;
- Fixer;
- Floor Layer Specialist;
- Floorsander (Tasmania);
- Glazier;
- Marble and Slateworker;
- Painter;
- Plasterer;
- Quarryman;
- Rooftiler;
- Slate Ridge or Roof Fixer;
- Stonemason;
- Roof Fixer;
- Tilelayer;
- Plant Operator Grade 1 (other than NSW);
- Plant Operator Grade 2 (other than NSW);
- Plant Operator Group A.

**19.3.1(c)(v)** An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 4.

**19.3.1(d) Construction Worker Level 4 (CW4)**  
**Relativity to tradesperson - 105%**

**19.3.1(d)(i)** A Construction Worker Level 4 (CW4) works in one or more skill streams contained within this award. A CW4 will:

- have successfully completed the relevant structured training in addition to the requirements of CW3; or

- have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;

either of which shall qualify the employee as a Construction Worker Level 4.

**19.3.1(d)(ii)** 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 two 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;
  - exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than CW3.

**19.3.1(d)(iii)** 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 CW3;
- operates, and maintains plant and machinery;
- is able to plan construction sequencing.

**19.3.1(d)(iv)** The CW4 classification incorporates the following broadbanded award classifications:

- Operator Group B;
- Operator Grade 3 (other than NSW);
- Marker-Setter Out;
- Letter Cutter;
- Signwriter.

**19.3.1(d)(v)** An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 5.

**19.3.1(e) Construction Worker Level 5 (CW5)**  
**Relativity to tradesperson - 110%**

**19.3.1(e)(i)** A Construction Worker Level 5 (CW5) works in one or more skill streams contained within this award. A CW5 will:

- have successfully completed the relevant structured training in addition to the requirements of CW4; or
- have successfully completed, in accordance with RPL principles, a Skills Test equivalent to the requirements;

either of which shall qualify the employee for a Construction Worker Level 5.

**19.3.1(e)(ii)** 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 two skill streams contained in 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;
  - understand and implements quality control techniques;
  - works under limited supervision either individually or in a team environment.

**19.3.1(e)(iii)** 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 CW4;
- operates, and maintains complex plant and machinery;
- is able to plan complex construction sequencing.

**19.3.1(e)(iv)** The CW5 classification incorporates the following broadbanded award classifications:

- Special Class Trades;
- Carver;
- Operator Group C;
- Operator Group D;
- Operator Group E;
- Operator Grade 4 (other than NSW);
- Trainee Dogman (Vic).

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

**19.3.1(f) Construction Worker Level 6 (CW6)  
Relativity to tradesperson - 115%**

**19.3.1(f)(i)** A Construction Worker Level 6 (CW6) works in one or more skill streams contained within this award. A CW6 will:

- have successfully completed the 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 this level;

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

**19.3.1(f)(ii)** 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 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;
  - works under limited supervision either individually or in a team environment;

**19.3.1(f)(iii)** Indicative tasks which an employee may perform at this level include the following:

- operates plant and equipment at a higher level of skill than CW5;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW5;
- implements quality control techniques;
- plans complex construction sequencing.

**19.3.1(f)(iv)** The CW6 classification incorporates the following broadbanded award classifications:

- Operator Group F;
- Operator Group G.

**19.3.1(f)(v)** An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 7.

**19.3.1(g) Construction Worker Level 7 (CW7)  
Relativity to tradesperson - 120%**

**19.3.1(g)(i)** A Construction Worker Level 7 (CW7) works in one or more skill streams contained within this award. A CW7 will:

- have successfully completed the relevant structured training in addition to the requirements of CW6; or

- have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;

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

**19.3.1(g)(ii)** 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 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;
  - understand and applies quality control techniques;
  - prepares complex reports;
  - contributes to the design of work, and the application of labour;
  - assists in the supervision or organisation of Work Area Teams.

**19.3.1(g)(iii)** Indicative tasks which an employee may perform at this level include the following:

- works on plant and equipment at a higher level of skill than CW6;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW6;
- implements quality control techniques;
- plans complex construction sequencing.

**19.3.1(g)(iv)** The CW7 classification incorporates the following broadbanded award classifications:

- Operator Group H;
- Tower Crane Operator;
- Dogman-Crane Hand (Vic.);
- Operator Grade 5 (other than NSW).

**19.3.1(g)(v)** An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 8.

**19.3.1(h) Construction Worker Level 8 (CW8)  
Relativity to tradesperson - 125%**

**19.3.1(h)(i)** A Construction Worker Level 8 (CW8) works in one or more skill streams contained within this award. A CW8 will:

- have successfully completed the 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 this level;

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

**19.3.1(h)(ii)** 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 three 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;
  - understand and applies quality control techniques;
  - prepares complex reports;
  - contributes to the design of work and the application of labour.

**19.3.1(h)(iii)** Indicative tasks which an employee may perform at this level include the following:

- works on plant 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 programs;
- plans complex construction sequencing.

**19.3.2 Allocation to skill streams contained within this award**

**19.3.2(a)** Workers from Level 2 to Level 8 inclusive shall be primarily employed in either the General Construction or the Civil Construction Stream.

**19.3.2(b)** As the purpose of streams is not to create demarcations but to facilitate appropriate combinations of training within the industry, employees shall work across streams provided that the appropriate training, where required, has been provided.

**19.3.3 Classification disputes**

**19.3.3(a)** It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event that a dispute as to the proper classification or reclassification of a position or job does arise the dispute settlement procedure as detailed hereunder shall apply:

- the employee shall submit their grievance to the site or company consultative committee;
- the consultative committee may mediate and/or suggest a mutually agreeable solution to the dispute;
- if the site consultative committee is unable to resolve the dispute, the matter may be referred by the employer or the employee and their union to the Reclassification Disputes Board;
- the Reclassification Disputes Board shall be constituted in each state by one employer and one union representative and shall be chaired by a Commissioner of the Australian Industrial Relations Commission. The decision of the Board shall be final, pending any legal rights the parties may otherwise have;
- the proceedings of the Board shall be conducted in an informal manner and shall emphasise conciliation. An employee appealing to the Board may be represented by their union.

**19.3.3(b)** In any case, in determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

- the nature and skill requirements of the position to be filled;
- the skill level and certification of the employee;
- the experience and qualifications of the employee in:
  - relevant indicative tasks nominated in this subclause; and/or
  - competency standards against which an employee is accredited.
- Any agreed national procedures established for testing the validity of an employees claim for reclassification.

#### **19.3.4 Skill based career structure**

**19.3.4(a)** Existing employees shall transfer to the new classification structure on the basis of existing award rates of pay in accordance with the translation in 19.4.1 hereof. Upon translation existing employees shall be regarded as satisfying the requirements of the new skill level to which they translate. However, in seeking upward reclassification an employee shall be required to demonstrate that the employee meets the full requirements of the higher skill level in accordance with the criteria outlined in this paragraph.

**19.3.4(b)** The classification structure is designed to facilitate the improvement of the level of skills of the workforce and to provide a career path for all employees. It is drafted to achieve the objectives of the 1989 National Wage Case Principles.

**19.3.4(c)** Accordingly, each classification level builds upon the previous level so that the value of an employee to the industry and their employer increases as the employee progresses through the structure. Skills are built up in a sequential manner through job learnt skills and structured training and the new industry training framework developed by CTA reflects this intent.

**19.3.4(d)** Under the new classification structure, an employee's building and construction industry skills are to be formally recognised, industry wide, at all levels from new entrant to Construction Worker Level 8. Employees will move up the classification structure as they acquire additional accredited skills. Payment will be on the basis of the level of skills required to perform the work of a particular position or job offered by an employer.

#### **19.3.5 Training**

**19.3.5(a)** In order to facilitate the operation of the classification structure in 19.3.1 hereof an employer shall, in cooperation with the consultative committee develop a training programme consistent with:

- the size, structure and scope of the activities of the employer;
- 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.

**19.3.5(b)** Where, as a result of consultation in accordance with this clause it is agreed that additional training should be undertaken 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.

**19.3.5(c)** Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employers technical library) incurred in connection with the undertaking of training pursuant to 19.3.5(b) hereof 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.

**19.3.5(d)** Travel costs incurred by an employee undertaking training in accordance with this clause pursuant to 19.3.5(b) hereof which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.

**19.3.5(e)** Any disputes arising from the operation of this clause shall be subject to the disputes resolution procedure contained in clause 11 of this award.

## **19.4 Translation and rates of pay**

### **19.4.1 Translation**

**19.4.1(a)** Where agreement is reached to introduce this subclause, all employees affected shall transfer from their current classification to the new classification structure on the basis of their existing award classification rate in accordance with 19.6.1 hereof.

**19.4.1(b)** No employee shall unreasonably refuse to undertake training provided by the employer in paid work time which would enable the employee to fulfil the substantive requirements of the skill level to which they have translated as a result of the introduction of this subclause. In seeking upward reclassification an employee shall be required to demonstrate that the employee meets the full requirements of the higher skill level in accordance with the criteria outlined in this section.

### **19.4.2 Rates of pay**

**19.4.2(a)** This section details the rates of pay applicable under this subclause. Payment is for skills used, and employees performing work in a job at their skills classification in that field of work shall be entitled to the minimum rates of pay contained herein by virtue of

- translation to the new structure as detailed in 19.6.1 hereof; or
- by having fulfilled the criteria outlined in the skills classification definitions.

**19.4.2(b)** Clause 19.6.2 hereof shows the rate of pay applicable upon translation.

**19.4.3 Hourly rates of pay**

For the purposes of this subclause, the calculation of employees' hourly rate of pay is outlined in 19.6.3 hereof.

**19.5 Consequential provisions - inclement weather and higher duties**

**19.5.1** Clause 21 - Inclement weather - Tradespersons and Labourers of this award, continues to apply to work performed under this subclause, save for:

**19.5.1(a)** The following clause shall apply in lieu of the existing 21.8 –Transfers, of this award:

**19.5.1(a)(i)** “Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the employer, useful work is available in that area or site, and that work is within the scope of the employees skill, competence and training consistent with the classification structure contained in this subclause and the employer provides, where necessary, transport”.

**19.5.1(b)** The reference in 21.10.3 of this award to “in the employee’s classification” shall, for the purposes of this subclause be replaced by the words:

**19.5.1(b)(i)** “within the employee’s level of skill, competence and training consistent with the classification structure contained within this subclause”.

**19.5.2** An employee who is required to perform duties at a higher classification level than that for which they are engaged, shall be subject to the mixed functions provisions of 22.1 and 22.2 of this award.

## 19.6 Translation of existing classifications and wage rates

### 19.6.1 Classifications

<b>Old wage group</b>	<b>New wage group</b>
Dogman CH (Vic)	CW7
Op.Gp.H-Crane Dvr NSW	CW7
Operator Grade 5	CW7
Operator Group G	CW6
Operator Group F	CW6
Trainee Dogman (Vic)	CW5
Operator Group E	CW5
Operator Group D	CW5
Operator Group C	CW5
Carver	CW5
Special Class Trades	CW5
Operator Grade 4	CW5
Marker/Setter out	CW4
Letter Cutter	CW4
Signwriter	CW4
Operator Group B	CW4
Operator Grade 3	CW4
Tradesperson	CW3
Labourer (1), Rigger/Dogman	CW3
Operator Group A	CW3
Operator Grade 2	CW3
Operator Grade 1	CW3
Labourer (2), Scaffolder Etc	CW2
Labourer (3)-Trades Labourer Plasterer's Asst.	CW1(d) CW1(d)
Stonemason Ass Q	
Labourer (4), Builders Lab	CW1(c)
Other	CW1(c)

## 19.6.2 Rates of pay

Old wage group	New wage group	New relativity	Weekly rate
Dogman CH (Vic)	CW7	120%	\$558.70
Op.Gp.H - Crane Dvr NSW	CW7	120%	\$558.70
Operator Grade 5	CW7	120%	\$558.70
Operator Group G	CW6	115%	\$537.90
Operator Group F	CW6	115%	\$537.90
Trainee Dogman (Vic)	CW5	110%	\$519.00
Operator Group E	CW5	110%	\$519.00
Operator Group D	CW5	110%	\$519.00
Operator Group C	CW5	110%	\$519.00
Carver	CW5	110%	\$519.00
Special Class Trades	CW5	110%	\$519.00
Operator Grade 4	CW5	110%	\$519.00
Marker/Setter out	CW4	105%	\$498.20
Letter Cutter	CW4	105%	\$498.20
Signwriter	CW4	105%	\$498.20
Operator Group B	CW4	105%	\$498.20
Operator Grade 3	CW4	105%	\$498.20
Tradesperson	CW3	100%	\$477.30
L1, Rigger/Dogman	CW3	100%	\$477.30
Operator Group A	CW3	100%	\$477.30
Operator Grade 2	CW3	100%	\$477.30
Operator Grade 1	CW3	100%	\$477.30
Machinist	CW3	100%	\$477.30
L2, Scaffolder Hoist Dvr	CW2	96%	\$460.60
L3, Trades Labourer	CW1(d)	92.40%	\$447.20
Plasterer's Assistant	CW1(d)	92.40%	\$447.20
Stonemason's Ass. (inc. factory in NSW)	CW1(d)	92.40%	\$447.20
Stonemason's Ass. (factory only QLD & TAS)	CW1(c)	90%	\$435.60
L4, Bldrs Lab. other	CW1(c)	90%	\$435.60

### 19.6.3 Hourly rates of pay

Old wage group	New wage group	New relativity %	Hourly rate \$
Dogman CH (Vic)	CW7	120	15.86
Op GP H – Crane Dvr NSW	CW7	120	15.36
Operator Grade 5	CW7	120	15.38
Operator Group G	CW6	115	14.82
Operator Group F	CW6	115	14.82
Trainee Dogman (Vic)	CW5	110	14.78
Operator Group E	CW5	110	14.32
Operator Group D	CW5	110	14.32
Operator Group C	CW5	110	14.32
Carver	CW5	110	15.30
Special Class Trades	CW5	110	15.30
Operator Grade 4	CW5	110	14.33
Marker/Setter Out	CW4	105	14.73
Letter Cutter	CW4	105	14.73
Signwriter	CW4	105	14.34
Operator Group B	CW4	105	13.77
Operator Group 3	CW4	105	13.78
Tradesperson -			
\$20.10 t/a	CW3	100	14.17
\$15.70 t/a			14.07
\$13.60 t/a			14.02
\$10.00 t/a			13.92
\$ 4.70 t/a			13.78
Quarryman	CW3	100	13.65
Labourer (1), Rigger/Dogman	CW3	100	13.65
Operator Group A	CW3	100	13.22
Operator Grade 2	CW3	100	13.23
Operator Grade 1	CW3	100	13.23
Machinist	CW3	100	13.65
Labourer (2), Scaffolder Hoist Dvr	CW2	96	13.19
Labourer (3), Trades Labourer	CW1(d)	92.40	12.83
Plasterer's Assistant	CW1(d)	92.40	12.83
Stonemasons's Assistant (factory in NSW)	CW1(d)	92.40	12.83
Stonemason's Assistant (factory only QLD & TAS)	CW1(c)	90	12.52
Labourer (4), Bldrs Lab other	CW1(c)	90	12.52

**NOTE:** The above hourly rates include industry allowance, tool allowance and the respective special allowance but do not include in-charge of plant allowance.

## **20. JUNIOR LABOUR**

### **20.1 Unapprenticed – South Australia**

**20.1.1** Unapprenticed junior employees shall be paid the same wage rates prescribed in 20.2 hereof provided that at the completion of four years' employment or on attaining 21 years of age, whichever is the sooner, such employee shall be paid the appropriate adult rate prescribed in clause 18 of this award.

**20.1.2** No unapprenticed junior employee shall be permitted or required by an employer to attend winches, sling timber or work power-driven machinery.

### **20.2 Apprentices – South Australia**

This award shall not apply to the employment of apprentices in any trade proclaimed as an apprenticeship trade under the provision of the *South Australian Vocational Education, Employment and Training Act 1994* except to the extent prescribed herein.

**20.2.1** The minimum ordinary rate of pay to be paid to apprentices shall be in accordance with the percentages as set out below (calculated to the nearest ten cents, less than five cents to be disregarded) applied to the aggregate of the appropriate tradespersons minimum weekly rate (i.e. base rate plus supplementary payment plus arbitrated safety net) prescribed in 18.1.1 and the special allowance prescribed in 18.2 of this award:

	<b>Per week</b>
	<b>%</b>
First year	45
Second year	55
Third year	75
Fourth year	90

**20.2.2** The actual minimum rates shall be as follows:

	<b>Per week</b>
	<b>\$</b>
<b>Signwriter</b>	
First	222.50
Second	272.00
Third	370.90
Fourth	445.10
<b>Other Trades</b>	
First	218.30
Second	266.80
Third	363.80
Fourth	436.50

- 20.2.3** In addition to the above rate apprentices shall receive the appropriate amounts prescribed in 24.1 - Industry allowance, 24.2 - Underground allowance and 24.3 - Tool and employee protection allowances of this award, as part of the ordinary weekly wage for all purposes.
- 20.2.4** Provided that an employer, may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.
- 20.2.5** In the event of an apprentice being dismissed or leaving employment before the cost of tool kit has been reimbursed the employer shall be entitled to:
- 20.2.5(a)** deduct from any wages due to the apprentice the remaining cost of the tool kit; or
- 20.2.5(b)** by agreement retain tools at the originally nominated value to the amount still owing.
- 20.2.6** An employee who is under 21 years of age on the expiration of the employee's apprenticeship and thereafter works as a minor in the occupation to which the employee has been apprenticed, shall be paid the adult rate for that classification. Adult rate for the purpose of this subclause means the appropriate rate of pay prescribed in clause 18 of this award.
- 20.2.7** Should an apprentice at the time of being apprenticed produce a certificate from a technical school that the apprentice has attended a technical school in two of the three following subjects, viz. building construction, joinery or architecture, for one year prior to being apprenticed, the employer will pay to the apprentice a further sum of 40 cents per week in addition to the wages prescribed by 20.2.1 and 20.2.2 hereof.
- 20.2.8** Should an apprentice during the third or any subsequent year of the apprenticeship produce a certificate from the examiners that the apprentice has attended a two years' course and passed an examination at the technical school in two out of the three following subjects viz. building construction, joinery, architecture, the apprentice shall be entitled to be paid an additional sum of 40 cents per week in addition to the wages prescribed 20.2.1 and 20.2.2 hereof and in addition to the 40 cents prescribed in 20.2.7 hereof, where payable, for the remainder of the apprenticeship.
- 20.2.9** Should an apprentice attain a pass at credit standard for the first annual examination the apprentice passes at the Apprentice Trade School the apprentice shall receive the sum of \$1.43 per week additional to the rates prescribed in this clause. Should the apprentice receive a pass at credit standard in the second annual examination the apprentice shall receive \$1.60 per week additional to the rates prescribed in this clause for the next following year of the apprenticeship.
- 20.2.10** For a similar pass in any subsequent annual examination, the apprentice shall receive \$1.83 per week additional to the rates prescribed in this clause for the next following year of the apprenticeship.

**20.2.11** Except where inconsistent with the *South Australian Vocational Education, Employment and Training Act 1994*, the general provisions of this award shall apply to apprentices employed on work within the scope of this award.

**20.3 Apprentices - Tasmania**

**20.3.1** Except as provided in this subclause, this award shall apply to the employment in Tasmania of any apprentice in any trade subject to the provisions of the *Tasmanian Vocational Education and Training Act 1994*.

**20.3.2** The minimum ordinary rate of pay to be paid per week to apprentices shall be in accordance with the percentage set out below (calculated to the nearest ten cents, less than five cents to be disregarded) applied to the aggregate of the appropriate tradespersons minimum weekly rate (i.e. base rate plus supplementary payment plus arbitrated safety net) prescribed in 18.1 and the special allowance prescribed in 18.2 of this award:

	<b>Per week</b>
	%
First year	38
Second year	55
Third year	75
Fourth year	90

**20.3.3** The actual minimum rates to apply shall be as follows:

	<b>Per week Signwriter</b>	<b>Per week other trades</b>
	\$	\$
First year	187.90	184.30
Second year	272.00	266.80
Third year	370.90	363.80
Fourth year	445.10	436.50

**20.3.4** In addition to the above rates apprentices shall receive the appropriate amounts prescribed in 24.1 - Industry allowance, 24.2 - Underground allowance and 24.3 - Tool and employee protection allowances of this award, as part of the ordinary weekly wage for all purposes.

**20.3.5** Except where inconsistent with the *Tasmanian Vocational Education and Training Act 1994* the general provisions of this award shall apply to apprentices employed on work subject to the scope of this award by respondent employers to the award.

**20.3.6** An employer may, by agreement with the apprentice’s parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.

**20.3.7** In the event of an apprentice being dismissed or leaving employment before the cost of the tool kit has been reimbursed the employer shall be entitled to:

**20.3.7(a)** deduct from any monies owing the apprentice the amount then owing or;

**20.3.7(b)** by agreement retain tools at the originally nominated value to the amount still owing.

## **20.4 Western Australia**

**20.4.1** Except as provided in this subclause this award shall not apply to apprentices subject to the provisions of regulations relating to apprentices now or hereafter in force or which any authority with statutory power has issued or may issue in the State of Western Australia.

### **20.4.2 Apprenticeship trades**

- Carpentry and Joinery;
- Painting;
- Signwriting;
- Glazing;
- Bricklaying;
- Stonemasonry;
- Plastering and/or tilelaying;
- Fixing.

### **20.4.3 Period of apprenticeship**

Except as hereinafter provided, every agreement of apprenticeship shall be for a period of four years unless that period is reduced or deemed to have commenced prior to the date of agreement, provided that:

**20.4.3(a)** where the apprentice has completed the eleventh year of schooling, the apprentice may be allowed a credit to reduce the period to three and a half years; and

**20.4.3(b)** where the apprentice has completed the twelfth year of schooling the apprentice may be allowed a credit to reduce the period to three years.

**20.4.3(c)** any person under the age of 21 years who has satisfactorily completed a pre-apprenticeship course conducted by the Technical Education Division of the Education Department may be indentured as an apprentice for a period of three years.

### **20.4.4 Schooling time**

Subject to the regulations relating to same, the period during which an apprentice is to attend vocational classes or classes of instruction shall be:

**20.4.4(a)** In the case of an apprentice to bricklaying, carpentry and joinery, painting, signwriting or glazing, seven weeks in the first and second years in the apprenticeship and four weeks in the third year in continuous periods of one or more weeks, except that an apprentice referred to in 20.4.4(c) hereof shall attend classes for four weeks in the first and second years of the apprenticeship.

**20.4.4(b)** In the case of an apprentice to stonemasonry or plastering - eight hours per week for the first and second year in the apprenticeship, and eight hours per fortnight in the third year of their apprenticeship, except that an apprentice referred to in 20.4.4(c) hereof shall attend such classes for eight hours per fortnight for the first and second years in the apprenticeship.

**20.4.4(c)** An apprentice from any district beyond the regulated boundaries of an established technical class shall attend an approved technical centre for two weeks' training each year without loss of pay.

**20.4.5 Wages (per week)**

The minimum ordinary rate of pay to be paid to apprentices shall be in accordance with the percentages as set out below (calculated to the nearest ten cents, less than five cents to be disregarded) applied to the aggregate of the appropriate tradespersons minimum weekly rate (i.e. base rate plus supplementary payment plus arbitrated safety net) prescribed in 18.1 and the special allowance prescribed in 18.2 of this award:

	<b>Per week %</b>	<b>Per week Signwriter \$</b>	<b>Per week Other trades \$</b>
First year	42	207.70	203.70
Second year	55	272.00	266.80
Third year	75	370.90	363.80
Fourth year	88	435.20	426.80

**20.4.6 Industry and tool allowance (per week)**

In addition to the above rate apprentices shall receive the appropriate amounts prescribed in 24.1 - Industry allowance, 24.2 - Underground allowance and 24.3 - Tool and employee protection allowances of this award, as part of the ordinary weekly wage for all purpose.

**20.4.7 Provision of tools**

**20.4.7(a)** An employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.

**20.4.7(b)** In the event of an apprentice being dismissed or leaving employment before the cost of the tools kit has been reimbursed the employer shall be entitled to:

- deduct from any wages due to the apprentice the remaining cost of the tool kit; or
- by agreement retain tools at the originally nominated value to the amount still owing.

**20.5 Juniors and improvers – roof tile fixing – Western Australia**

**20.5.1 Special provisions for junior workers**

**20.5.1(a)** A junior worker shall upon attaining the age of twenty years be classified as an improver and be paid as such, provided that the time worked prior to the twentieth birthday shall be counted as time worked as an improver.

**20.5.1(b)** Notwithstanding 20.5.1(a) hereof, after three years’ service a junior worker may request a trade test and if it is passed shall receive full adult rates.

**20.5.2 Improvers**

A worker commencing in the industry after the employees twentieth birthday shall be classed as an improver and shall be paid as provided in 20.5.4 hereof, provided that after two years’ service an improver may request a trade test and if it is passed shall receive full adult rates.

**20.5.3 Junior workers’ wages (per week)**

**20.5.3(a)** The minimum ordinary rate of pay to be paid to junior workers shall be in accordance with the percentages as set out below (calculated to the nearest ten cents, less than five cents to be disregarded) applied to the aggregate of the tradespersons minimum weekly rate (i.e. base rate plus supplementary payment plus arbitrated safety net) prescribed in 18.1 and the special allowance prescribed in 18.2 of this award:

	<b>Per week</b>	<b>Per week</b>
	<b>%</b>	<b>\$</b>
Between 16 and 17 years of age	42	203.70
Between 17 and 18 years of age	55	266.80
Between 18 and 19 years of age	75	363.80
Between 19 and 20 years of age	88	426.80
Over 20 years of age	100	Trade rate as per clause 18

**20.5.3(b) Industry allowance**

Where a junior worker works in circumstances which would entitle a tradesperson to the industry allowance prescribed in 24.1 of this award the following extra rates, expressed as a percentage of that industry allowance, shall be paid:

	<b>Percentage</b>
Between 16 and 17 years of age	40
Between 17 and 18 years of age	72
Between 18 and 19 years of age	95
19 years of age and over	100

**20.5.4 Improvers' wages (per week)**

**20.5.4(a)** The minimum ordinary rates of pay to be paid to improvers shall be in accordance with the percentages as set out below (calculated to the nearest ten cents, less than five cents to be disregarded) applied to the aggregate of the tradespersons minimum weekly rate (i.e. base rate plus supplementary payment plus arbitrated safety net) prescribed in 18.1 and the special allowance prescribed in 18.2 of this award:

	<b>Per week</b>	<b>Per week</b>
	%	\$
First six months service	60	291.00
Second six months service	65	315.30
Second year of service	75	363.80
Third year of service	88	426.80
Thereafter	100	Trade rate as per clause 18

**20.5.4(b) Industry allowance**

Where an improver works in circumstances which would entitle a tradesperson to the industry allowance prescribed in 24.1 of this award the following extra rates, expressed as a percentage of that industry allowance shall be paid:

	<b>Percentage</b>
First six months' service	40
Second six months' service	72
Second year of service	95
Third year of service	100

**20.5.4(c) Tool allowances**

A tool allowance of one-third of the amount payable to a tradesperson shall be paid to a junior worker or improver in that trade in the first year of service and of two-thirds of that amount in the second year of service, and of the same amount as is payable to a tradesperson in the remaining period of service as a junior worker or improver.

## 20.6 Victoria

**20.6.1** The minimum ordinary rate of pay to be paid to apprentices shall be in accordance with the percentages as set out below (calculated to the nearest ten cents, less than five cents to be disregarded) applied to the aggregate of the appropriate tradespersons minimum weekly rate (i.e. base rate plus supplementary payment plus arbitrated safety net) prescribed in 18.1 and the special allowance prescribed in 18.2 of this award.

**20.6.2** Carpenter and/or joiner, fibrous plasterer, plasterer and tilelayer:

	<b>Per week</b> %	<b>Per week</b> \$
First three months	35	169.80
Next nine months (or commencement for apprentices who have completed a pre-apprentice course)	45	218.30
Second year	55	266.80
Third year	75	363.80
Fourth year	90	436.50

### 20.6.3 Painters and signwriters

**20.6.3(a)** Apprentices who have completed a pre-apprenticeship course:

	<b>Per week</b> %	<b>Per week</b> <b>Painter</b> \$	<b>Per week</b> <b>Signwriter</b> \$
First year	50	242.50	247.30
Second year	75	363.80	370.90
Third year	90	436.50	445.10

**20.6.3(b)** Apprentices who have not completed a pre-apprenticeship course:

	<b>Per week</b> %	<b>Per week</b> <b>Painter</b> \$	<b>Per week</b> <b>Signwriter</b> \$
First six months	35	169.80	173.10
Second six months	45	218.30	222.50
Second year	55	266.80	272.00
Third year	75	363.80	370.90
Fourth year	90	436.50	445.10

**20.6.3(c) Bricklayer:**

	<b>Per week</b> %	<b>Per week</b> \$
First three months	30	145.50
Next nine months	40	194.00
Second year	60	291.00
Third year	80	388.00

- 20.6.4** In addition to the prescribed rates above, the apprentices shall be paid at the full industry allowance and the appropriate tool allowance prescribed by 24.1 and 24.3 of this award.
- 20.6.5** Where a rostered day off falls on a day of class instruction for an apprentice, the employer shall nominate the next working Monday or Friday as a day off in lieu for the apprentice. Provided that an alternative day in that week cycle or the next may be taken as the day off if the employer and the apprentice so agree in writing.
- 20.6.6** Where rostered days off fall on days of block release for class instruction for an apprentice, the employer shall nominate the next working Monday or Friday and the previous or following working day as days off in lieu for the apprentice. Provided that alternative days in that four week cycle or the next may be taken as the days off if the employer and the apprentice so agree in writing.

## **20.7 Other States**

This award shall not apply to apprentices in New South Wales and Queensland.

## **21. INCLEMENT WEATHER -TRADESPERSONS AND LABOURERS**

- 21.1** The parties agree that all necessary steps shall be taken to ensure that a full working understanding of the inclement weather procedure as contained in this award, is achieved and maintained throughout the industry.
- 21.2** Should a portion of the project be affected by inclement weather, all other employees not so affected shall continue working in accordance with the appropriate award provisions, regardless that some employees may be entitled to cease work due to inclement weather.
- 21.3** Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the award provisions prescribed herein.

### **21.4 Definition - inclement weather**

**Inclement weather** shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.

### **21.5 Conference requirement and procedure**

- 21.5.1** The employer, or the employers representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

**21.5.2** Provided that if the employer or the employers representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

**21.6 Restrictions of payments**

An employee shall not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.

**21.7 Entitlement of payment**

An employee shall be entitled to payment by the employer for ordinary time lost through inclement weather for up to 32 hours in every period of four weeks. For the purpose of this subclause the following conditions shall apply:

**21.7.1** The first period shall be deemed to commence on 11 January 1999 and subsequent periods shall commence at four weekly periods thereafter.

**21.7.2** An employee shall be credited with 32 hours at the commencement of each four weekly period.

**21.7.3** The number of hours at the credit of any employee at any time shall not exceed 32 hours.

**21.7.4** If an employee commences employment during a four weekly period the employee shall be credited 32 hours where the employee commences on any working day within the first week; 24 hours where the employee commences on any working day within the second week; sixteen hours where the employee commences on any working day within the third week; and eight hours where the employee commences on any working day within the fourth week.

**21.7.5** No employee shall be entitled to receive more than 32 hours inclement weather payment in any period of four weeks.

**21.7.6** The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.

**21.7.7** Payment under this clause shall be weekly.

**21.7.8** Provided further and subject to 21.7.4 hereof, an employee working on a part-time basis pursuant to clause 34 of this award shall be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee's proportionate employment shall be as follows:

$$32 \times \frac{\text{Number of hours agreed to be worked during the four week period}}{152}$$

## **21.8 Transfers**

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:

- 21.8.1** No employee shall be transferred to an area not affected by inclement weather unless there is work available in the employees classification.
- 21.8.2** Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- 21.8.3** Employees may be transferred from one site to another site and the employer provides, where necessary, transport.

## **21.9 Completion of concrete pours and emergency work**

- 21.9.1** Except as provided in this subclause an employee shall not work or be required to work in the rain.
- 21.9.2** Employees shall not be required to start a concrete pour in inclement weather.
- 21.9.3** Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- 21.9.4** If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee shall, unless the employee has a change of dry working clothes available, be allowed to go home without loss of pay.
- 21.9.5** The provisions of 21.9.3 and 21.9.4 hereof shall also apply in the case of emergency work where the employees concerned and their delegate agree that the work is of an emergency nature and can start and/or proceed.

## **21.10 Cessation and resumption of work**

- 21.10.1** At the time employees cease work due to inclement weather the employer or the employers representative on site and the employees' representative shall agree and note the time of cessation of work.
- 21.10.2** After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

### **21.10.3 Safety**

Where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by inclement weather, the employee may be transferred to other work in the employee's classification on site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the employee shall remain on site. The employee shall be paid for such time without reduction of the employees inclement weather entitlement.

### **21.11 Additional wet weather procedure**

#### **21.11.1 Remaining on site**

Where, because of wet weather, the employees are prevented from working:

- 21.11.1(a)** for more than an accumulated total of four hours of ordinary time in any one day; or
- 21.11.1(b)** after the meal break, as provided in 28.1 of this award, for more than an accumulated total of 50% of the normal afternoon work time; or
- 21.11.1(c)** during the final two hours of the normal work day for more than an accumulated total of one hour, the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.
- 21.11.1(d)** Provided that where, by agreement between the employer and/or the employers representative and the employees' representative the persons remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.
- 21.11.1(e)** Provided further that wet time occurring during overtime shall not be taken into account for the purposes of this subclause.

#### **21.11.2 Rain at starting time**

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

- the rain stops; or
- a covered walkway has been provided; or
- the sheds are under cover and the employees can get to the dry area without going through the rain; or
- adequate protection is provided. Protection shall, where necessary, be provided for the employees' tools.

**21.12** In this clause, a **dry area** shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

## **22. MIXED FUNCTIONS**

### **22.1 Tradespersons and labourers**

An employee engaged for more than two hours during one day on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for the whole day. Otherwise the employee shall be paid the higher rate for the time so worked.

### **22.2 Operators**

An employee engaged during one day on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for the whole day.

### **22.3 Conditions for carpenter-divers**

**22.3.1** If called upon to work as a diver in the period before the daily meal break the employee shall receive a minimum payment for three hours as a carpenter-diver.

**22.3.2** If called upon to dive after the midday meal break the employee shall be paid as a carpenter-diver for the time during which the employee works as such or for three hours whichever is the greater.

**22.3.3** If called upon to work as carpenter-diver in the period before the daily meal break and after the daily meal break on the same day the employee shall be paid for a whole day including accrued time as a carpenter-diver. For any other work on a day during a period which the employee is not paid as a carpenter-diver the employee shall be entitled to receive the rates for a bridge and wharf carpenter.

**22.3.4** Provided further, that a diver returned to work at depths of 12 metres or over shall be paid a minimum of one days pay at the divers rate, including accrued time.

## **23. PAYMENT OF WAGES**

**23.1** All wages, allowances and other monies shall be paid in cash, or by cheque, bank cheque, electronic funds transfer (EFT) or similar transfer or any combination thereof, if there is agreement in writing between the employer, the employee and, where the employee is a member of the union and requests the consent of the union, with the union.

**23.2** For tradespersons and labourers the following provisions shall apply:

**23.2.1** An employee paid by other than cash shall be allowed reasonable time as agreed between the employer and the employee, to attend the Branch of the employees bank nearest the workplace to cash such cheques or draw upon the accounts during working hours.

**23.2.2** Failure to reach agreement on reasonable time shall be dealt with in accordance with clause 11 – Disputes resolution procedure of this award.

- 23.2.3** Payments shall be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.
- 23.3** In any week in which a holiday falls on a Friday, wages accrued shall be paid on the previous Wednesday. When a holiday occurs on any Thursday wages accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.
- 23.4** The employer shall not keep more than two days wages in hand.
- 23.5** When notice is given in accordance with clauses 13 and 17 of this award all monies due to the employee shall be paid at the time of termination. Where this is not practicable the provisions of 23.9 hereof shall apply.
- 23.6** Where, on any pay day, work ceases for the day because of inclement weather an employee shall be paid all wages, allowances and other monies due without undue delay.
- 23.7** An employee who has not received their wages on pay day after more than a quarter of an hour after the usual time of ceasing work (for reasons other than circumstances beyond the control of the employer), shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour, up until the wages are actually paid:
- 23.8** Particulars of details of payment to each employee shall be included on the envelope including the payment, or in a statement handed to the employee at the time payment is made, and shall contain the following information:
- name of the employee;
  - classification of the employee in accordance with the award;
  - date of payment;
  - period covered by such payment;
  - the ordinary hourly rate;
  - the number of hours employed in the period at the ordinary rate;
  - the amount of the payment made at the ordinary rate;
  - any overtime rates;
  - the number of hours employed at the overtime rates;
  - the amount of the payment at overtime rates;
  - any allowances or special rates not included in the hourly rate paid and the nature thereof;
  - the gross amount of the payment;
  - the net amount of the payment;
  - the amount and purpose of any deductions made;
  - the name, or the name and number of the fund or account into which the amount of the deduction was paid;
  - the amount of each superannuation contribution made during the period;
  - the fund into which the superannuation contributions were made and the employee number;
  - the employees long service leave registration number;

- annual holiday payments; and
- payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays.

**23.9** Where an employee or employer gives notice in accordance with clauses 13 and 17 of this award and monies due are not paid on termination, the employer shall have two working days to send monies due to the employee by registered post (or where paid by EFT the monies are transferred into the employee's account), provided that if the money is not posted (or transferred) within that time, the time spent waiting beyond the two working days shall be paid for at ordinary rates, such payment to be at the rate of eight hours' pay per day up to a week's pay when the right to waiting time shall terminate.

### **23.10 Part-time employees**

The method of paying wages to an employee working on a part-time basis shall be in terms recorded as being agreed between the employer and the employee pursuant to clause 34 of this award.

## **24. ALLOWANCES**

### **24.1 Industry allowance**

**24.1.1** In addition to the rates prescribed in 18.1 of this award an employee shall be paid an allowance at the rate of \$17.90 per week to compensate for the following disabilities associated with construction work (as defined):

- climatic conditions when working in the open on all types of work;
- the physical disadvantage of having to climb stairs or ladders;
- the disability of dust blowing in the wind, brick dust and drippings from newly poured concrete;
- sloppy and muddy conditions associated with the initial stages of the erection of a building;
- the disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold, or a bosuns chair;
- the lack of the usual amenities associated with factory work, (e.g. meal rooms, change rooms, lockers).

**24.1.2** Provided that the rate prescribed in this clause shall not apply to employees when employed in stonemasons monumental and off-site building construction yards in Queensland.

### **24.2 Underground allowance**

**24.2.1** An employee, other than those contained in 18.1.3 and 18.1.4 of this award required to work underground shall be paid an allowance of \$8.79 per week for all purposes of the award in addition to the allowance prescribed in 24.1 hereof.

**24.2.2** Provided that an employee required to work underground for no more than four days or shifts in any ordinary week shall be paid an amount of \$1.76 per day or shift in lieu of the underground allowance prescribed elsewhere in this clause, and in addition to the allowance prescribed in 24.1 hereof.

**24.2.3** Where a shaft is to be sunk to a depth greater than six metres, the payment of the underground allowance shall commence from the surface.

**24.2.4** These allowances shall not be payable to employees engaged upon **pot and drive** work at a depth of 3.5 metres or less.

### **24.3 Tool and employee protection allowance**

**24.3.1** A tool allowance shall be paid for all purposes of the award in accordance with the following table:

<b>Classification</b>	<b>Tool allowance \$ per week</b>
Artificial Stoneworker, carpenter and/or joiner, carpenter - diver, carver, bridge and wharf carpenter, floor sander (Tasmania), letter cutter, marble and slate worker, stonemason, tilelayer (in Victoria).	19.10
Caster, fixer, floor layer, specialist, plasterer	15.70
Refractory Bricklayer, Bricklayer, tilelayer (in NSW).	13.60
Roof tiler, slate-ridger or roof fixer	10.00
Signwriter, painter, glazier (except Vic)	4.70

**24.3.2** Provided that the rate prescribed in this clause shall not apply to employees when employed in stonemasons (monumental and off-site building construction) yards in Queensland.

**24.3.3** The above allowance does not include the provision of the following tools or protective equipment. Where the following tools or protective equipment are provided by the employee then the employee shall be reimbursed for the cost of such tools or protective equipment by the employer, or alternatively the employer may elect to provide such tools or protective equipment:

#### **24.3.3(a) Bricklayers**

- Scutch comb;
- Hammers (excepting mash and brick hammers);
- Rubber mallets;
- T squares.

#### **24.3.3(b) Carpenters and Joiners**

- Dogs and cramps of all descriptions;
- Bars of all descriptions;
- Augers of all sizes;
- Star bits and bits not ordinarily used in a brace;
- Hammers, except claw hammers;
- Glue pots and glue brushes, Dowell plates;
- Trammels;
- Hand and thumb screws;

- Spanners;
- Soldering irons.

**24.3.3(c) Stonemasons**

- All cutting tools, except mash hammers, squares, pitching tools and straight edges up to four feet (1.2 metres) in length. On completion of engagement the cost of having all cutting tools sharpened.
- Jet sprays or some other suitable device for keeping the stone wet when using pneumatic surfacing machines and lathes.

**24.3.3(d) Plasterers**

- All floating rules, trammels, centres, buckets and sieves. Stands for plasterers' mortar boards not less than two feet six inches (76 centimeters) from the ground or where practicable and safe from a scaffold level.
- Overalls and the approved brush and roller to perform the work when required to brush on to walls and ceilings, bondcrete, plasterweld or similar substances.

**24.3.3(e) All employees**

- All power tools and steel tapes over six metres.
- Gloves and hand protective paste for employees engaged in handling hot bitumen, creosote, oiled formwork, refractory repair work and in washing down brickwork.
- Protective clothing for employees required to use muriatic acid.
- Suitable material and/or coloured glass for the protection of employees working at oxyacetylene or electric arc welding.
- Suitable screens to protect employees from flash where electric arc operators are working.
- Gas masks for employees engaged upon work where gas is present.
- Hand protective paste for any painter, signwriter, plasterer or glazier who requires its use.
- For an employee required to use toxic substances covered by 25.1.9 of this award, in surroundings where there is an absence of adequate natural ventilation:

- ❑ An approved type of respirator and/or an approved type of hood with airline attached;
  - ❑ Protective clothing as approved by the relevant authority; and
  - ❑ Soap and washing materials.
- Pneumatic rubber tyred wheelbarrow for loads of bricks and materials.
- Overalls where necessary, when bricklayers are engaged on work covered by 25.1.13 and 25.1.14 of this award.

**24.3.4** Special conditions to apply to bricklayers engaged on construction or repairs to refractory brickwork

**24.3.4(a)** After six weeks employment, and on request of the employee, an allowance of \$54.20 shall be provided for the purchase of boots. The same allowance will be provided to cover the cost of replacement boots, provided that the allowance need not be paid more than once in any six month period dating from the time the allowance is first provided.

**24.3.4(b)** The allowance set out in 24.3.4(a) hereof will not be payable where the employer provides boots.

**24.3.4(c)** Employees provided with the allowance, or the boots, will accrue credit at the rate of \$2.70 per week from the date of the request. An employee leaving, or being dismissed, before twenty weeks employment after the date of the request will repay the difference between the credit accrued and the \$54.20.

**24.3.5** An employer shall reimburse an employee for an x-ray once every six months, if requested by an employee engaged in refractory brickwork, or working in a tuberculosis home or hospital. Such x-rays may be taken during working hours, and count as time worked. An employee who ceases work in a tuberculosis home or hospital may also request an x-ray on cessation of work.

**24.4 Multi-storey allowance**

**24.4.1 Eligibility**

**24.4.1(a)** A multi-storey allowance shall be paid to all employees on site engaged in construction or renovation of a multi-storey building as defined herein, to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multi-storey building.

**24.4.1(b)** Provided that for the purposes of this clause renovation work is work performed on existing multi-storey buildings (as defined) and such work involves structural alterations which extend to more than two storey levels in a building, and at least part of the work to be performed is above the fourth floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

## 24.4.2 Definition of a multi-storey building

- 24.4.2(a)** For the purposes of this award, a multi-storey building is a building which will, when complete, consist of five or more storey levels. **Complete** means the building is fully functional and all work which was part of the principal contract is complete.
- 24.4.2(b)** For the purposes of this clause, a storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding **half floors** such as toilet blocks or store rooms located between floors.)
- 24.4.2(c)** Provided that any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangers, large stores, etc.) and which exceed fifteen metres in height may be covered by this subclause, or by 25.1.8 of this award by agreement between the employer and an employee. Where no agreement is reached the matter shall be dealt with in accordance with clause 11 – Disputes resolution procedure of this award.
- 24.4.2(d)** Plant room: Further provided that a plant room situated on the top of a building shall constitute a further storey level if the plant room occupies 25% of the total roof or an area of 100 square metres whichever is the lesser.

## 24.4.3 Rates

- 24.4.3(a)** Except as provided for in 24.4.4 hereof, an allowance in accordance with the following table shall be paid to all employees on the building site. The second and subsequent allowance scales shall, where applicable commence to apply to all employees when one of the following components of the building - structural steel, reinforcing steel, boxing or walls, rises above the floor level first designed in each such allowance scale.
- 24.4.3(b)** **Floor level** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

From the commencement of building to 15th floor level	33 cents per hour extra
From the 16th floor level to 30th floor level	40 cents per hour extra
From the 31st floor level to 45th floor level	61 cents per hour extra
From the 46th floor level to the 60th floor level	78 cents per hour extra
From 61st floor level onward	97 cents per hour extra

The allowances payable at the highest point of the building shall continue until completion of the building.

#### **24.4.4 Service cores**

- 24.4.4(a)** All employees employed on a service core at more than fifteen metres above the highest point of the main structure shall be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in 25.1.8 - Towers allowance of this award, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period. (i.e. For this purpose the highest point of the main structure shall be regarded as though it were the ground in calculating the appropriate Towers allowance).
- 24.4.4(b)** Employees employed on a service core no higher than fifteen metres above the main structure shall be paid in accordance with the multistorey allowance prescribed herein.
- 24.4.4(c)** Provided that any section of a service core exceeding fifteen metres above the highest point of the main structure shall be disregarded for the purpose of calculating the multistorey allowance application to the main structure.

#### **24.5 District allowance**

- 24.5.1** The rates prescribed in clause 18 – Classifications and wage rates of this award shall be increased by the appropriate amount of district allowance set out below when employees are employed in the areas defined. The district allowances under 24.5.2 hereof only are also included in the calculation of hourly rates.

#### **24.5.2 Queensland**

##### **24.5.2(a) 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; thence by that parallel of latitude due west to 147 degrees east longitude; thence by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; thence by that parallel of latitude due west to the western border of that state.

##### **24.5.2(a)(i) Eastern District**

That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude: \$1.00 per week.

##### **24.5.2(a)(ii) Western District**

The remainder of the Northern Division: \$3.20 per week.

**24.5.2(b) 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; thence by that parallel of latitude due west to 147 degrees of east longitude, thence by that meridian of longitude due south to 22 degrees of south latitude, thence by that parallel of latitude due east to the sea coast; thence by the sea coast northerly to the point of commencement: \$1.00 per week.

**24.5.2(c) Southern Division**

That portion of the state not included in the Northern or Mackay Divisions.

**24.5.2(c)(i) 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; thence by that meridian of longitude due north to 25 degrees of south latitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due north to the southern boundary of the Mackay Division: NIL.

**24.5.2(c)(ii) Western District**

The remainder of the Southern Division: \$1.00 per week.

**24.5.3 South Australia**

Whyalla and Iron Knob: \$1.00 per week.

**24.5.4 Victoria**

At Yallourn: \$1.10 per week.

**24.5.5 New South Wales**

In addition to the hourly rates prescribed in clause 18 – Classifications and wage rates of this award employees employed in the undermentioned districts in New South Wales shall receive the following allowances:

- 24.5.5(a)** All employees working in districts west and north of and excluding State Highway No. 17 from Tocumal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggobilla up to the Western Division Boundary and excluding the municipalities through which the road passes, shall be paid 62 cents per day extra. All employees working in the Western Division of the State shall be paid \$1.01 cents per day extra.

**24.5.5(b)** Employees working within the area bounded by and inclusive of the Snowy River from the New South Wales Border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountain Highway at Adaminaby, thence to Blowering, then by a line drawn from Blowering south-west to Welarengag and on the Murray River, then in a south-easterly direction along the New South Border, to the point of commencement, shall be paid \$1.01 cents extra per day or part thereof.

**24.5.5(c)** Employees engaged on road and bridge construction and repair within the area bounded by and inclusive of the Queensland Border on the north, Main Road No. 374 from Wallangarra to Tenterfield, State Highway No. 9 from Tenterfield to Bendemeer on the west, State Highway No. 11 from Bendemeer to Port Macquarie on the south and the coastline from Port Macquarie to Tweed Heads on the east, shall be paid 62 cents per day extra.

## **24.6 Location allowance – Western Australia**

**24.6.1** Subject to the provisions of this clause, in addition to the wages prescribed in 18.1 – Wage rates of this award, an employee shall be paid the following allowances when employed in the towns listed below:

<b>Town</b>	<b>Weekly rate</b> \$
Agnew	15.40
Argyle	39.90
Balladonia	15.10
Barrow Island	26.00
Boulder	6.30
Broome	24.40
Bullfinch	7.30
Carnarvon	12.50
Cockatoo Island	26.80
Coolgardie	6.30
Cue	15.60
Dampier	21.20
Denham	12.50
Derby	25.40
Esperance	4.70
Eucla	17.10
Exmouth	21.90
Fitzroy Crossing	30.60
Goldsworthy	13.90
Halls Creek	34.90
Kalbarri	5.20
Kalgoorlie	6.30
Kambalda	6.30
Karratha	25.10
Koolan Island	26.80
Koolyanobbing	7.30
Kununurra	39.90
Laverton	15.50
Learmonth	21.90
Leinster	15.40
Leonora	15.40

<b>Town</b>	<b>Weekly rate \$</b>
Madura	16.10
Marble Bar	38.10
Meekatharra	13.40
Mount Magnet	16.70
Mundrabilla	16.60
Newman	14.70
Norseman	13.00
Nullagine	38.00
Onslow	26.00
Pannawonica	19.80
Paraburdoo	19.60
Port Hedland	21.00
Ravensthorpe	8.20
Roebourne	28.80
Sandstone	15.40
Shark Bay	12.50
Shay Gap	13.90
Southern Cross	7.30
Telfer	35.40
Teutonic Bore	15.40
Tom Price	19.60
Whim Creek	24.90
Wickham	24.20
Wiluna	15.60
Wittenoom	33.70
Wyndham	37.70

**24.6.2** Except as provided in 24.6.3 hereof, an employee who has:

**24.6.2(a)** a dependent shall be paid double the allowances prescribed in 24.6.1 hereof, or

**24.6.2(b)** a partial dependent shall be paid the allowance prescribed in 24.6.1 hereof plus the difference between that rate and the amount such partial dependent is receiving by way of a district or location allowance.

**24.6.3** Where an employee:

**24.6.3(a)** is provided with board and lodging by the employer, free of charge; or

**24.6.3(b)** is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act or State Act.

such employee shall be paid sixty six and two thirds percent of the allowances prescribed in 24.6.1 hereof.

**24.6.4** Subject to 24.6.2 hereof, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

- 24.6.5** Where an employee is on annual leave or receives payment in lieu of annual leave the employee shall be paid for the period of such leave the location allowance to which the employee would ordinary be entitled.
- 24.6.6** Where an employee is on long service leave or other approved leave with pay (other than annual leave) the employee shall only be paid location allowance for the period of such leave the employee remains in the district in which the employee is employed.
- 24.6.7** **Dependent** shall mean:
- 24.6.7(a)** a spouse or de facto spouse; or
- 24.6.7(b)** a child where there is no spouse or de facto spouse; who does not receive a district or location allowance.
- 24.6.8** **Partial dependent** shall mean a **dependent** as prescribed in this subclause who receives a district or location allowance which is less than the location allowance prescribed in 24.6.1 hereof.
- 24.6.9** Subject to the making of a general order by the Western Australian Industrial Relations Commission, each location allowance shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

## **24.7 First aid allowance**

- 24.7.1** An employee who:
- 24.7.1(a)** is appointed by the employer to be responsible for carrying out first aid duties as they may arise; and
- 24.7.1(b)** holds a recognised first aid qualification (as set out hereunder) from the Australian Red Cross Society, St John Ambulance Association or similar body; and
- 24.7.1(c)** is required by their employer to hold a qualification at that level; and
- 24.7.1(d)** the qualification satisfies the relevant statutory requirement pertaining to the provision of first-aid services at the particular location where the employee is engaged; and
- 24.7.1(e)** those duties are in addition to the employees normal duties, recognising what first aid duties encompass by definition;

shall be paid at the following additional rates to compensate that person for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications:

- an employee who holds the minimum qualifications recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate of Industrial First Aid certificate or equivalent qualification from the St Johns Ambulance Association or similar body) - \$1.74 per day; or
- an employee who holds a higher first aid certificate recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St Johns Ambulance Association or similar body) - \$2.72 per day.

**24.7.2** In payment of an allowance under this clause, a person shall be paid only for the level of qualification required by their employer to be held, and there shall be no double counting for employees who hold more than one qualification.

**24.7.3** An employer shall be under no obligation to provide paid training leave or other payment of any kind to employees to acquire or update first aid qualifications.

**24.7.4** If there is no relevant State Legislation the employer shall reimburse the cost of, or alternatively provide, as soon as reasonably possible means to convey to the nearest hospital or doctor at which, or by whom, the employee is to be treated, any employee so seriously injured that it is not reasonably possible for such employee to travel independently of such conveyance.

## **24.8 Laser operation allowance**

### **24.8.1 Application**

This clause shall apply when laser equipment is utilised for work within the scope of this award.

### **24.8.2 Definitions**

**24.8.2(a) Laser** shall mean any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to one millimetre primarily by the process of controlled stimulation emission.

**24.8.2(b) Laser Safety Officer or LSO** is an employee who in addition to the employees ordinary work is qualified to perform duties associated with laser safety and is appointed as such.

### **24.8.3 Laser safety officer allowance**

Where an employee has been appointed by the employer to carry out the duties of a laser safety officer the employee shall be paid an allowance of \$1.68 per day or part thereof whilst carrying out such duties. It shall be paid as a flat amount without attracting any premium or penalty.

## **24.9 Meal allowance**

- 24.9.1** An employee required to work overtime for at least one and one half hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 27 or 30 of this award shall be paid by the employer an amount of \$8.00 to meet the cost of a meal.
- 24.9.2** Provided that this clause shall not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance in lieu thereof as provided for in 37.3.1 of this award and is provided with a suitable meal.
- 24.9.3** An operator employee shall be entitled to be paid \$8.00 for each meal after the completion of each four hours from the commencement of overtime.

## **24.10 Clothes and tools allowance – tradespersons and labourers**

- 24.10.1** An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer or, in default of agreement, as determined in accordance with clause 11 – Disputes resolution procedure of this award.
- 24.10.2** An employee shall be reimbursed by the employer to a maximum of \$1110.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employers direction in a room or building on the employers premises, job or workshop or if the tools are lost or stolen while being transported by the employee at the employer’s direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness, or where the employee does not report for work because of illness or accident and has advised the employer of such absence in accordance with clause 33 – Personal leave of this award.
- 24.10.3** An employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- 24.10.4** When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process.
- 24.10.5** For the purposes of this clause:
- 24.10.5(a)** Only tools used by the employee in the course of the employment shall be covered by this clause.
  - 24.10.5(b)** The employee shall, if requested to do so, furnish the employer with a list of tools so used.
  - 24.10.5(c)** Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

**24.10.5(d)** The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

**24.11 Caravan allowance – operators, New South Wales only**

**24.11.1** This clause shall apply to an operator who, whilst engaged on a construction site either by direction of the employer or because no reasonable transport facilities are available to enable the employee to proceed to and from home each day, resides in a caravan which is owned or rented and occupied at the employee's expense.

**24.11.2** An employee referred to in 24.11.1 hereof shall be paid an allowance of \$135.30 per week of seven days or \$19.30 per day for broken parts of a week and the allowance shall take account of all expenses incurred by the employee in connection with the occupation of the caravan. Such allowance shall not be wages for purposes of this award.

**24.11.3** An employee in receipt of the allowance prescribed by this clause shall also be entitled to an allowance prescribed by clause 37 – Living away from home – distant work of this award, except where the employee resides on or adjacent to the site on which the employee is employed. Provided that the employee shall not be entitled to the allowance prescribed in 24.11.2 hereof for any working day in which the employee is absent from duty except in the case of sickness or for any reason beyond the employee's control.

**24.11.4 Definition of caravan allowance**

**24.11.4(a)** This clause shall apply to an employee who resides in a caravan (either owned or rented) for the purpose of following the employee's employment from site to site provided that:

- the employee has been directed by the employer to reside in the caravan in order to work at the employer's site; or
- the employee elects to reside in the caravan because it is impracticable to travel to and from the employer's site and the employee's original place of residence.

**24.11.4(b)** The employee's original place of residence shall be taken to mean the employee's residence immediately prior to becoming a caravan dweller.

**24.11.4(c)** The employee having established at the commencement of employment at a particular site that the employee is not a caravan dweller, will not be eligible to the benefits of this clause whilst working at the site.

**24.12 Accident pay**

**24.12.1** This clause shall apply to all employees covered by this award in the States of Queensland, New South Wales, Western Australia and Victoria and the circumstances under which an employee shall qualify for accident pay shall be prescribed hereunder.

- 24.12.2** The employer shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant Workers' Compensation Legislation as amended from time to time.
- 24.12.3** **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said relevant Workers' Compensation Legislation and the employee's appropriate 38 hour award rate and accrued entitlements prescribed by clauses 27 – Hours of work or 30 – Shift work of this award, or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.
- 24.12.4** An employer shall pay or cause to be paid accident pay as defined in 24.12.3 hereof during the incapacity of the employee arising from any one injury for a total of 26 weeks whether the incapacity is in one continuous period or not.
- 24.12.5** The liability of the employer to pay accident pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said relevant workers' compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this clause.
- 24.12.6** In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
- 24.12.7** An employer may at any time apply to the Australian Industrial Relations Commission for exemption from the terms of this clause on the grounds that an accident pay scheme proposed and implemented by that employer contains provisions generally not less favourable to the employees than the provisions of this clause.

## **25. SPECIAL RATES**

### **25.1 Conditions respecting special rates**

- 25.1.1** The special rates prescribed in this award shall be paid irrespective of the times at which work is performed and shall not, except where specified, be subject to any premium or penalty conditions.
- 25.1.2** This limitation does not apply to the **all purpose** special rates prescribed in 25.1.13 and 25.1.14 hereof.
- 25.1.3** Where more than one of the special rates provides payments for disabilities of substantially the same nature, then only the highest of such rates shall be payable unless otherwise provided.
- 25.1.4** In addition to the other rates in this award, the following special rates shall be paid to employees:

**25.1.4(a) Insulation**

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite, or other recognised insulating material of a like nature, associated with similar disabilities in its use, 49 cents per hour or part thereof. This extra rate shall also apply to an employee in the immediate vicinity who is affected by the use of such materials.

**25.1.4(b) Hot work**

An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius - 41 cents per hour or part thereof, exceeding 54 degrees Celsius - 49 cents per hour or part thereof.

Where such work continues for more than two hours, the employee shall be entitled to twenty minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

**25.1.4(c) Cold work**

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius shall be paid 41 cents per hour. Where such work continues for more than two hours, the employee shall be entitled to twenty minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

**25.1.4(d) Confined space**

An employee required to work in a confined space shall be paid 49 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 ventilation.

**25.1.4(e) Swing scaffold**

**25.1.4(e)(i)** 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 storey 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 four hours work or part thereof until construction work (as defined) has been completed.

<b>Height of bracing</b>	<b>Each first four hours</b>	<b>Additional hour</b>
	<b>\$</b>	<b>\$</b>
0 - 15 storeys	2.94	0.61
16 – 30 storeys	3.79	0.79
31 – 45 storeys	4.46	0.91
46 – 60 storeys	7.33	1.51
greater than 60 storeys	9.35	1.93

**25.1.4(e)(ii)** Provided that an apprentice with less than two years experience shall not use a swing scaffold or bosuns chair, and further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

**25.1.4(e)(iii)** Payments contained in this subclause are in recognition of the disabilities associated with the use of swing scaffolds.

**25.1.4(e)(iv)** For the purposes of 25.1.4(e) hereof:

- **Completed** means the building is fully functional and all work which is part of the principal contract is complete.
- **Storeys** shall be given the same meaning as a storey level in 24.4.2 hereof.

**25.1.5 Explosive powered tools**

An operator of explosive powered tools, as defined in this award, who is required to use an explosive powered tool, shall be paid 96 cents for each day on which the employee uses such a tool.

**25.1.6 Wet work**

Employees working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, shall be paid 41 cents per hour whilst so engaged.

**25.1.7 Dirty work**

An employee engaged on unusually dirty work shall be paid 41 cents per hour.

**25.1.8 Towers allowance**

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, 41 cents per hour with 41 cents per hour additional for work above each further fifteen metres.

**25.1.9 Toxic substances**

**25.1.9(a)** Employees using toxic substances or materials of a like nature shall be paid 49 cents per hour extra. Employees working in close proximity to employees so engaged shall be paid 41 cents per hour extra.

**25.1.9(b)** For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

**25.1.10 Fumes**

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid an allowance which will be such rates as are agreed upon between the employee or the majority of employees and the employer, and if the employee(s) is a member of the union with the union; provided that, in default of agreement, the matter may be dealt with in accordance with the Dispute Settlement Procedure for the fixation of a special rate. Any special rate so fixed shall apply from the date the employer is advised of the claim and thereafter shall be paid as and when the fume condition occurs.

**25.1.11 Asbestos**

Employees required to wear protective equipment (i.e., combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards as required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to employees using such materials, shall be paid 49 cents per hour extra whilst wearing such equipment.

**25.1.12 Asbestos eradication**

Employees engaged in the process of asbestos eradication (defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of or contain asbestos).on the performance of work within the scope of this award, shall receive \$1.36 per hour worked in lieu of special rates prescribed in this clause with the exception of 25.1.4(b), 25.1.4(c), 25.1.4(e), 25.1.19, 25.1.23 and 25.1.32 hereof.

**25.1.13 Furnace work**

An employee engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladels, and similar refractory work shall be paid \$1.08 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

**25.1.14 Acid work**

An employee required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork shall be paid \$1.08 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

**25.1.15 Heavy blocks**

**25.1.15(a)** Employees laying other than standard bricks. Employees employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the following additional rates:

- where the blocks weigh over 5.5kg and under 9kg - 41 cents per hour;
- where the blocks weigh 9 kg to over up to 18 kg - 73 cents per hour;
- where the blocks weigh over 18 kg - \$1.03 per hour.

Provided that this paragraph shall not apply to employees being paid the extra rate for refractory work.

**25.1.15(b) Stonemasonry employees**

Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks shall be paid the rates prescribed in 25.1.15(a) hereof.

**25.1.16 Cleaning down brickwork**

An employee required to clean down bricks using acids or other corrosive substances shall be paid 38 cents per hour extra.

**25.1.17 Bagging**

Employees engaged upon bagging brick or concrete structures shall be paid 38 cents per hour extra.

**25.1.18 Bitumen work**

An employee handling hot bitumen or asphalt or dipping materials in creosote, shall be paid 49 cents per hour extra.

**25.1.19 Plaster or composition spray**

An employee using a plaster or composition spray shall be paid an additional 41 cents per hour whilst so engaged.

**25.1.20 Slushing**

An employee engaged at **slushing** shall be paid 41 cents per hour.

**25.1.21 Dry polishing of tiles**

Employees engaged on dry polishing of tiles where machines are used shall be paid 49 cents per hour or part thereof.

**25.1.22 Cutting tiles**

An employee engaged at cutting tiles by electric saw shall be paid 49 cents per hour whilst so engaged.

**25.1.23 Second hand timber**

Where, whilst working with second-hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber the employee shall be entitled to an allowance of \$1.59 per day on each day upon which the employees tools are so damaged, provided that no allowance shall be payable under this clause unless it is reported immediately to the employer's representative on the job in order that they may prove the claim.

**25.1.24 Roof repairs**

Employees engaged on repairs to roofs shall be paid 49 cents per hour; provided that in lieu of this rate roof slaters and tilers shall be paid in accordance with the following:

**25.1.24(a)** An employee who works on a roof at a height at over fifteen metres measured at the loading point of the tiles at ground level to the eaves, shall be paid 38 cents per hour.

**25.1.24(b)** An employee who is required to work on a roof at a height over fifteen metres measured at the loading point of the tiles at ground level to the eaves and the pitch of which is over 35 degrees or over 40 degrees in lieu of being paid 38 cents per hour extra as provided in 25.1.24(a) of this proviso, shall be paid the sum of 49 cents and 73 cents respectively.

**25.1.25 Computing quantities**

Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees shall be paid an additional \$2.94 per day or part thereof. Provided that this allowance shall not apply to an employee classified as a leading hand and receiving an allowance prescribed in 18.4 of this award.

**25.1.26 Height work - painting trades**

An employee working on any structure at a height of more than nine metres where an adequate fixed support not less than 0.75 metres wide is not provided, shall be paid 38 cents per hour. This subclause shall not apply to an employee working on a bosun's chair or swinging stage. This provision shall not apply in addition to the towers allowance prescribed in 25.1.8 hereof.

**25.1.27 Height work-bridge and wharf carpenters (NSW)**

- 25.1.27(a)** Bridge and wharf carpenters working at a height of eight metres from the ground, deck, floor or water level shall be paid 41 cents per hour and 10 cents per hour extra for every additional three metres.
- 25.1.27(b)** Height shall be calculated from where it is necessary for the employee to place the employees hands or tools in order to carry out the work to such ground, deck, floor or water.
- 25.1.27(c)** For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal water the mean water level.
- 25.1.27(d)** This subclause shall not apply to employees working on suitable scaffolding erected in accordance with the regulations under the *NSW Construction Safety Act 1987*, as amended, and certified by an inspector as conforming to such Act.
- 25.1.27(e)** These provisions shall not apply in addition to the towers allowance prescribed in 25.1.8 hereof.

**25.1.28 Grindstone allowance**

An allowance of \$4.33 per week shall be paid to each carpenter or joiner where a grindstone or wheel is not made available.

**25.1.29 Brewery cylinders - painters**

- 25.1.29(a)** A painter in brewery cylinders or stout tuns shall be allowed fifteen minutes spell in the fresh air at the end of each hour worked. Such fifteen minutes shall be counted as working time and shall be paid for as such.
- 25.1.29(b)** The rate for working in brewery cylinders or stout tuns shall be at the rate of time and one half. When an employee is working overtime and is required to work in brewery cylinders and stout tuns the employee shall, in addition to the overtime rates payable, be paid one half of the ordinary rates payable as provided by clause 18 of this award.

**25.1.30 Suspended perimeter work platform**

- 25.1.30(a)** This allowance shall apply to employees engaged on construction work (including renovation or refurbishment work) performed on a suspended perimeter work platform (other than a swinging stage or bosuns chair) which uses a mechanical, hydraulic or other form of propulsion (not being rope or cable suspended to relocate the work platform at different levels on the perimeter of a building or structure. An example of this type of system includes the Lubeca Façade System.

**25.1.30(b)** The allowance payable shall be 63 cents per hour and shall be paid in lieu of swinging stage and multi-storey allowance for all employees working on suspended perimeter work platform systems

**25.1.31 Certificate allowance**

**25.1.31(a)** A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person shall be paid an additional 41 cents per hour.

**25.1.31(b)** Provided that this allowance shall not be payable cumulative on the allowance for swing scaffolds.

**25.1.32 Spray application - painters**

An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the appropriate certifying authority shall be paid 41 cents per hour extra.

**25.1.33 Pneumatic tool operation**

A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid \$2.20 each day on which the employee uses such a tool.

**25.1.34 Bricklayer operating cutting machine**

One bricklayer on each site is to operate the cutting machine and to be paid 49 cents per hour or part thereof while so engaged.

**25.1.35 Hydraulic hammer**

An operator of a hydraulic hammer attached to an excavator shall be paid 68 cents per hour all purpose.

**25.1.36 Employee carrying oils**

An employee required by the employer to carry any fuels, oils and/or greases in the employees own vehicle for use in the employers' plant shall be paid \$6.79 per day in addition to any amount payable under clause 38 - Fares and travel patterns allowance of this award, for each day the employee is so required by the employer to carry such materials.

**25.1.37 Pile driving**

Where a mobile crane in excess of fifteen tonnes is required to perform pile driving at any site or installation, or is required to be involved in the extraction process, the operator shall receive a payment of \$9.37 per day or part thereof.

**25.1.38 Dual lift allowance**

Where two or more forklifts or cranes are engaged on any lift the drivers thereof shall be paid \$2.04 for each day or part thereof so occupied.

**25.1.39 Waste disposal - (NSW only)**

Plant operators working in landfill and garbage tips shall be paid 83 cents per hour for each hour worked with a minimum payment of three hours each day. This allowance is to compensate for the special disabilities associated with the offensive and obnoxious nature of the duties of solid and liquid waste and garbage disposal. The allowance prescribed by this paragraph shall be paid for each hour the employees are suffering the disabilities and shall not form part of the ordinary wage for all purposes of the award.

**25.1.40 Stonemasons - cutting tools**

If cutting tools are not provided the employer shall pay 3 cents per hour.

**26. SUPERANNUATION**

**26.1 Definitions**

For the purposes of this clause:

**26.1.1 Superannuation legislation** means the Federal legislation, as varied from time to time, governing the Superannuation rights and obligations of the parties, which includes 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*.

**26.1.2 Fund** means a complying fund, as defined in the Superannuation legislation.

**26.1.3 Eligible employee** shall mean an employee who is entitled to receive employer superannuation contributions in accordance with the Superannuation legislation.

**26.1.4 The relevant fund** means the fund selected in respect of an employee pursuant to 26.4 hereof.

**26.1.5 Ordinary time earnings** (which for the purposes of the *Superannuation Guarantee (Administration) Act 1992* will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowance, 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 and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received for ordinary hours of work. All other allowances and payments are excluded.

## 26.2 Contributions

**26.2.1** In accordance with the Superannuation legislation and subject to the Trust Deed of the relevant Fund, an employer shall contribute an amount on behalf of each eligible employee into a relevant superannuation fund, which reflects the employers' liability as prescribed in Part 3 of the *Superannuation Guarantee (Administration) Act 1992* (as set out in 26.2.2 hereof).

**26.2.2** The level of contributions required under the *Superannuation Guarantee (Administration) Act 1992* are as follows:

<b>Financial year (1 July - 30 June)</b>	<b>Percentage</b>
1996 - 97	6
1997 - 98	6
1998 - 99	7
1999 - 2000	7
2000 - 01	8
2001 - 02	8
2002 - 03 and subsequent years	9

## 26.3 Employee contributions

**26.3.1** Subject to the rules of the Fund, employees who wish to make contributions to the Fund additional to those being paid pursuant to 26.2 hereof, shall be entitled to do so. Such employees may either forward their own contribution directly to the Fund administrators or, where it is practicable to do so, authorise the employer to pay into the fund from the employee's wages, amounts specified by the employee.

**26.3.2** Employee contributions to the Fund deducted by the employer at the employee's request shall be held in Trust on the employee's behalf and be subject to the following conditions:

**26.3.2(a)** The amount of contributions shall be expressed in whole dollars.

**26.3.2(b)** Employees shall have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of three months' written notice to the employer. Provided that by agreement with the employer, employees may vary their additional contribution in extenuating circumstances at other times.

**26.3.2(c)** Contributions deducted under this clause shall be forwarded to the fund at the same time as contributions under 26.2 hereof.

## 26.4 Superannuation fund

**26.4.1** The employer shall make superannuation contributions, or improvements pursuant to this clause, to any of the following Funds (that meet the definition set out in 26.1.2 hereof):

- 26.4.1(a)** C+BUS, BUS (Qld), QUEST, AUST (Qld), ARF, ASSET, STA, CCFST (Civil Contractors Federation Superannuation Trust), Tasplan, the Westscheme Superannuation Scheme, Building Employees Superannuation Trust; or
  - 26.4.1(b)** any Fund operating as at the date of this decision in the State of New South Wales for the purpose of receiving superannuation contributions or any improvement in such contributions, and which fund has been used by employers under the provisions of the Plant etc., Operators on Construction (State) Award. (Such Funds include, but are not limited to, Pru-Plan Group Trust Deed, the Prudential Master Superannuation Fund and the Colonial Mutual Masterpac Superannuation Fund); or
  - 26.4.1(c)** any fund agreed between the employer and eligible employees, and the union or unions, where applicable; or
  - 26.4.1(d)** any fund which has application to employees in the principal business of the employer, where eligible employees covered by this award are a minority of award-covered employees; or
  - 26.4.1(e)** any other approved occupational superannuation fund to which an employer or eligible employee who is a member of the religious fellowship known as The Exclusive Brethren elects to contribute.
- 26.4.2** Provided that an employer shall not be required to contribute to more than one fund in respect of eligible employees employed under this award.
- 26.4.3** Subject to the terms of this clause, where there is a dispute over the choice of fund in respect of one or more employees, the matter shall be referred to the Industrial Relations Commission for determination.

## **26.5 Fund membership**

The employer shall make an eligible employee aware of their entitlements under this clause and shall arrange for such eligible employee the opportunity to become a member of the relevant Fund. An eligible employee shall, within a period of 30 days from commencement of employment complete the necessary application forms to become a member of the relevant Fund, to the satisfaction of the Trustees of that Fund, in order to be entitled to the contributions prescribed in 26.2 hereof.

## **26.6 Exemption**

This clause shall be deemed to be satisfied by an employer, who as at 1 December 1991 or at the date of becoming respondent to this award, is already satisfying and continues to satisfy the requirements of 26.2 hereof by providing superannuation contributions which reflects the employers' liability as prescribed in Part 3 of the *Superannuation Guarantee (Administration) Act 1992*, or any higher amount as required by the Trust Deed of the relevant fund.

## **26.7 Absence from work**

Subject to the trust deed to the fund of which an employee is a member, the following provisions shall apply:

### **26.7.1 Paid leave**

Contributions shall continue whilst a member of a fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave, or other paid leave.

### **26.7.2 Unpaid leave**

Contributions shall not be required in respect of any period of absence from work without pay of one day or more.

### **26.7.3 Work related injury or illness**

In the event of an eligible employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence provided that:

**26.7.3(a)** the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this award;

**26.7.3(b)** the person remains an employee of the employer.

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

### **27. HOURS OF WORK**

**27.1** Except as provided elsewhere in this award, the ordinary working hours shall be 38 per week, worked between 7.00 a.m. (6.00 a.m. in Queensland) and 6.00 p.m., Monday to Friday, in accordance with the following procedure.

#### **27.2 Hours of work and rostered days off**

**27.2.1** The ordinary working hours shall be worked in a 20-day 4-week cycle, Monday to Friday inclusive, with eight hours worked for each of nineteen days and with 0.4 of an hour on each of those days accruing towards the twentieth day, which shall be taken as a paid day off. The twentieth day of that cycle shall be known as the rostered day off and shall be taken as outlined in 27.2.2 to 27.2.5 hereof. Payment on such a rostered day off shall include accrued entitlement to the allowances prescribed in 38.1, 38.2, 38.3 38.4 and 38.5 of this award.

**27.2.2** A rostered day off shall be taken on the fourth Monday in each four-week cycle, except where it falls on a public holiday, in which case the next working day shall be taken in lieu.

- 27.2.3** Before October each year the parties at State level will meet to programme the RDO's for the following year, ensuring that they coincide with the public holidays to the greatest extent practicable.
- 27.2.4 Agreement on alternate RDO's**
- 27.2.4(a)** Where an employer, who is not a party to an industry agreement dealing with rostered days off, and a majority of employees at an enterprise agree, another day may be substituted for the nominated industry rostered day off.
- 27.2.4(b)** Where there are union members employed at the enterprise, and the majority of the members request the union to be consulted, that consultation will take place at least five days prior to the alternate RDO being implemented.
- 27.2.4(c)** Where there is a dispute in relation to an alternate RDO, the matter may be determined in accordance with clause 11 – Disputes resolution procedure of this award.
- 27.2.5 Agreement on banking of RDO's**
- 27.2.5(a)** Where employees are employed on distant work covered by clause 37 of this award, an employer (who is not a party to an industry agreement dealing with RDO's) and a majority of those employees on distant work may agree to accrue up to five RDO's for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer or subject to reasonable notice by the employee.
- 27.2.5(b)** Where there are union members employed at the enterprise, and the majority of the members request the union to be consulted, that consultation will take place at least five days prior to its introduction.
- 27.2.5(c)** Where there is a dispute in relation to the operation of this subclause, the matter may be determined in accordance with clause 11 – Disputes resolution procedure of this award.
- 27.2.6** Provided further that thirteen rostered days are taken off by an employee for twelve months' continuous service.
- 27.2.7** Each day of paid leave taken and any holiday (as prescribed in clause 36 - Public holidays and holiday work of this award), occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 27.2.8** An employee who has not worked, or is not regarded by reason of paragraph 27.2.7 hereof as having worked a complete nineteen-day four week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.

**27.2.9** Except where agreement has been reached in accordance with 27.2.4 and 27.2.5 hereof, the prescribed RDO or any substituted day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Saturday work in clause 30 - Weekend work of this award.

### **27.3 Agreement on working other than the RDO cycle**

**27.3.1** Where an employer, who is not party to an industrial agreement dealing with rostered days off, and the majority of employees employed at a particular enterprise agree that due to the nature of an employer's operations it is not practicable for the foregoing **four week cycle** to operate, they may agree to an alternate method of arranging working hours. Provided that the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in 27.1 hereof, and that no more than eight ordinary hours are worked in any one day.

**27.3.2** If the employees involved are members of the union then the employer shall notify the union.

### **27.4 Early starts**

The working day may start at 6.00 a.m. (5.00 a.m. in Queensland) or at any other time between that hour and 8.00 a.m. and the working time shall then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period. The change to the start time requires agreement between the employer and the employees and where an employee is a member of a union, and they request the involvement of the union, then the union will be entitled to be involved in the consultation.

### **27.5 Hours of work – part-time employees**

**27.5.1** This clause shall only apply in respect of the operation of clause 34 of this award.

**27.5.2** Notwithstanding the provisions of this clause and 30 – Shift work of this award, an employee working on a part-time basis pursuant to the provisions of clause 34 – Parental leave of this award may be paid for actual hours worked and in such instances the employee shall not be entitled to accrue time towards a rostered day off, and further provided that such employee shall not work on the rostered day off.

**27.5.3** An employer and employee may agree that the part-time employee accrues time towards a rostered day off as provided by this clause and 30 – Shift work of this award. In such instances the part-time employee shall accrue pro rata entitlements to rostered days off in accordance with 27.2.8 hereof as appropriate.

**27.5.4** The actual ordinary hours of part-time work shall be arranged or varied as applicable by mutual agreement between the employer and the employee from time to time under the provisions of 34.11.7 of this award.

## **27.6 Washing time**

The employer shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable employees to wash and put away gear.

## **28. BREAKS**

### **28.1 Meal break**

There shall be a cessation of work and of working time for the purpose of a meal on each day, of no less than 30 minutes, to be taken between noon and 1.00 p.m.

#### **28.1.1 Variation of meal breaks**

Where, because of the area of location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of cessation of work, subject to the following procedure being observed:

- 28.1.1(a)** The employer shall also inform any registered organisation of employers to which the employer belongs (and which is a respondent to this award) of this agreement.
- 28.1.1(b)** The employer shall, within 24 hours from when agreement is reached with the employees, notify by letter, telegram or facsimile the union registered to represent all the occupations the employer has working on the site (and who have reached agreement with the employer) of the site decision to vary the meal break.
- 28.1.1(c)** In respect to members of the union a period of five ordinary working days shall be allowed to pass from the day on which the employer informs the unions, before the agreement is implemented.
- 28.1.1(d)** Such an agreement shall be put into effect after the passage of the five days period of notice unless a party to the award with membership involved in the agreement refers the matter to a Board of Reference (in accordance with clause 11 – Disputes and resolution procedure of this award), in which event the agreement will not be implemented until a decision is made or a further period of five ordinary working days has passed, whichever is the shorter.

## **28.1.2 Working with toxic materials**

Where an employee is using toxic materials and such work continues to the employee's meal break the employee shall be entitled to take washing time of ten minutes immediately prior to the meal break. Where this work continues to the ceasing time of the day or is finalised at any time prior to the ceasing time of the day, washing time of ten minutes shall be granted. The washing time break or breaks shall be counted as time worked.

## **28.2 Rest periods and crib time**

**28.2.1** There shall be allowed, without deduction of pay, a rest period of ten minutes between 9.00 a.m. and 11.00 a.m.

**28.2.2** Provided that the following variations shall apply in the states identified:

**28.2.2(a)** In Tasmania an additional rest period of ten minutes between 2.30 p.m. and 3.30 p.m. shall be allowed.

**28.2.2(b)** In Queensland each employee other than those engaged on weekly hire covered by this award shall be entitled to a rest pause of ten minutes duration in the employer's time in the first and second half of the day. Such rest pauses shall be taken at such times as will not interfere with continuity of work, where continuity is necessary.

**28.2.2(c)** In NSW bridge and wharf carpenters shall be entitled to a break for tea of ten minutes duration both in the morning and afternoon.

**28.2.3** When an employee is required to work overtime after the usual ceasing time of the day or shift for two hours or more, the employee shall be allowed to take, without deduction of pay, a crib time of twenty minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, (also without deduction of pay), a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of twenty minutes and continuing at work for a period of two hours or more, the employee shall be regarded as having worked twenty minutes more than the time worked and be paid accordingly. Subject to further order of the Commission this payment shall be regarded as having worked at ordinary time for employees engaged on weekly hire.

**28.2.4** For the purposes of this subclause **usual ceasing time** is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 27 – Hours of work and 30 – Shift work of this award.

**28.2.5** Where shift work comprises three continuous and consecutive shifts of eight hours per day inclusive of time worked for accrual purposes as prescribed in 30.5 and 30.6 of this award a crib time of twenty minutes in duration shall be allowed without deduction of pay in each shift. Such crib time in each shift, shall be in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

**28.2.6** The provisions of 28.2.2, 28.2.3 and 28.2.5 hereof shall not be applicable to the case of an employee who is allowed the rest periods prescribed by 25.1.4(b) and 25.1.4(c) of this award.

**29. OVERTIME AND SPECIAL TIME**

**29.1** All time worked beyond an employees ordinary time of work (inclusive of time worked for accrual purposes as prescribed in clauses 27 and 30 of this award), Monday to Friday, shall be paid for at the rate of one and a half time ordinary rates for the first two hours and at double time thereafter.

**29.2** An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.

**29.3** Clause 29.2 hereof shall not apply in cases where it is customary for an employee to return to the employer’s premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

**29.4** If an employer requires an employee to work during the time prescribed by 28.1 – Meal breaks of this award for cessation of work for a meal break, the employee shall be paid for at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the meal break. If the cessation time is shortened at the request of the employee to the minimum of 30 minutes prescribed in 28.1 of this award or to any other extent, (not being less than 30 minutes) the employer shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.

**29.5** No employee under the age of eighteen years shall be required to work overtime or shift work unless the employee so desires.

**29.6** No apprentice or trainee shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent the employees attendance at a training facility, as required by any statute, award or regulation.

**29.7** When an employee, after having worked overtime and/or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the employer shall pay the cost of, or provide, transport to the employee’s home or to the nearest public transport.

**29.8** An employee who works so much overtime:

**29.8.1** between the termination of the employee’s ordinary work day or shift, and the commencement of the employee’s ordinary work in the next day or shift that the employee has not had at least ten consecutive hours off duty between these times;  
or

**29.8.2** on Saturdays, Sundays and holidays, (not being ordinary working days) or on a rostered day off, without having had ten consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the next ordinary day or shift;

shall subject to this subclause be released after completion of such overtime until the employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

**29.9** An employee who has worked continuously (except for meal and crib times allowed by this award) for twenty hours shall not be required to continue at or commence work for at least twelve hours.

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

**29.11** The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

**29.11.1** For the purpose of changing shift rosters; or

**29.11.2** Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

**29.11.3** Where a shift is worked by arrangement between the employees themselves.

**29.12** Except as provided in this clause an employer may require any employee to work reasonable overtime.

**29.13** All work performed on any of the holidays prescribed in clause 36 - Public holidays and holiday work, or substituted in lieu thereof, shall be paid for at the rate of double time and a half.

**29.14** The provisions of 29.7 and 29.8 hereof shall apply in respect of work on a holiday.

**29.15** An employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

**29.16** All work performed on a Saturday or a Sunday shall be paid in accordance with clause 31 - Weekend work of this award.

### **30. SHIFT WORK**

Where it is necessary that work is performed in shifts the following conditions shall apply.

**30.1** For the purposes of this clause:

**30.1.1** **Afternoon shift** means a shift finishing at or after 9.00 p.m. and at or before 11.00 p.m.

**30.1.2** **Night shift** means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.

**30.1.3** **Morning shift** means a shift finishing after 12.30 p.m. and at or before 2.00 p.m.

**30.1.4** **Early afternoon shift** means a shift finishing after 7.00 p.m. and at or before 9.00 p.m.

**30.2** Provided that the employee is employed continuously (inclusive of public holidays) for five shifts Monday to Friday, the following rates shall apply:

**30.2.1** Afternoon and night shift - ordinary time plus 50%.

**30.2.2** Morning and early afternoon shifts - ordinary time plus 25%.

**30.3** In the case of broken shifts (i.e. less than five consecutive shifts Monday to Friday) the rates prescribed shall be - ordinary time plus 50% for the first two hours and double ordinary time rates thereafter. Provided that where a job finishes after proceeding on shift work for more than five consecutive days or the employee terminates the employee's services during the week, the employee shall be paid at the rate specified in 30.2 hereof for the time actually worked.

**30.4** The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes duration shall be allowed on each shift, and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

**30.5** For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.

**30.6** An employee shall be given at least 48 hours notice of the requirements to work shift work.

**30.7** The hours for shift workers, when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous day shift.

**30.8** For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, shall be regarded as a Friday shift.

**30.9** All work in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).

**30.10** The provisions of this award relating to hours of work and leave shall apply to employees working shift work.

**30.11** Notwithstanding the foregoing provisions tradespersons and labourers who are employed on civil engineering undertakings, shall work shift work in accordance with the provisions of the following awards as varied where they apply:

- The Australian Workers' Union Construction and Maintenance Consolidated Award, 1989.
- The General Construction and Maintenance Civil and Mechanical Engineering (State) Award.

### **31. WEEKEND WORK**

**31.1** Overtime work on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.

**31.2** An employee required to work overtime on a Saturday shall be afforded at least three hours work or paid for three hours at the appropriate rate

**31.3** All work performed on the Saturday following Good Friday shall be paid for at the rate of double time and a half.

**31.4** An employee required to work on the Saturday following Good Friday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

**31.5** All time worked on Sundays shall be paid for at the rate of double time. An employee required to work overtime on a Sunday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

**31.6** An employee working overtime on Saturday or Sunday shall be allowed a rest period of ten minutes between 9.00 a.m. and 11.00 a.m. This rest period to be paid for as though worked.

**31.7** An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of twenty minutes after four hours work, to be paid for the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid twenty minutes being without pay.

**31.8** In the event of an employee being required to work in excess of a further four hours, the employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

## **PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **32. ANNUAL LEAVE**

#### **32.1 Period of leave**

**32.1.1** Subject to the provisions of 32.2, 32.4 and 32.5 hereof, a period of 28 consecutive days, (exclusive of any public holidays occurring during the period), shall be given and taken as leave annually to all employees, other than casual employees, after twelve months' continuous service (less the period of annual leave) with an employer.

**32.1.2** Where a rostered day off, (as prescribed in clauses 27 and 30 of this award) falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in 32.7 hereof. Such entitlement to payment for a rostered day off shall not apply to an employee working on a part-time basis unless the employer and employee have entered into an agreement pursuant to 28.1 and 34.11 of this award.

#### **32.2 Method of taking leave**

**32.2.1** Either 28 consecutive days, or two separate periods of not less than seven consecutive days (in all cases exclusive of any public holidays occurring therein), shall be given and taken within six months from the date when the right to annual leave accrued. Provided that an employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding five days in any calendar year at a time or times agreed between them.

**32.2.2** Where an employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the employer and the employees the matter shall be dealt with in accordance with clause 11 – Disputes resolution procedure of this award.

**32.2.3** In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provision of 32.2.1 hereof may be altered by agreement (between the employer and a majority of employees affected under this award) to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or employer, requests it. This provision will not affect an employees' right to take up to five single days as provided in 32.2.1 hereof.

**32.2.4** Where annual leave is proposed to be given and taken in two periods, one of which is to be in conjunction with the Christmas and New Year holidays, representatives of the employers and employees, parties to this award, shall meet not later than 31 July in each year in order to fix the commencing and finishing dates for the following Christmas - New Year period of leave.

**32.2.5** Where no agreement can be reached between the representatives pursuant to 32.2.4 hereof the matter shall be referred to the Commission for determination.

### **32.3 Leave allowed before due date**

- 32.3.1** An employer may allow an employee to take annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave shall not commence until the expiration of twelve months in respect of which the leave so allowed was taken.
- 32.3.2** Where an employer has allowed an employee to take annual leave pursuant to 32.3.1 hereof and the employee's services are terminated (by whatsoever cause) prior to the employee completing the twelve months' continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-fifty second of the amount of wages paid on account of the annual leave.
- 32.3.3** Notwithstanding anything contained in this subclause an employee who has worked for twelve months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid one-twelfth of an ordinary week's wages in respect of each completed 38 hours of continuous service with the current employer.

### **32.4 Proportionate leave on termination**

Where an employee has given five working days or more continuous service, inclusive of any day off as prescribed by clauses 27 or 30 of this award (excluding overtime), and either leaves employment or the employee's employment is terminated by the employer the employee shall be paid one-twelfth of an ordinary week's wages in respect of each completed five working days of continuous service with the current employer for which leave has not been granted or paid for in accordance with this award.

### **32.5 Broken service**

- 32.5.1** Where an employee breaks continuity of service by an absence from work for any reason (other than a reason set out in 4.15 of this award) the amount of leave to which the employee would have been entitled under 32.1 hereof shall be reduced by one-forty-eighth for each week or part thereof during which any such absence occurs, and the amount of payment in lieu of leave to which the employee would have been entitled under 32.4 hereof shall be reduced by one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.
- 32.5.2** Provided, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of the employers intention so to do within fourteen days of the termination of the absence.

### **32.6 Calculation of continuous service** (see clause 4 – Definitions of this award).

## **32.7 Leave payment**

### **32.7.1 Payment for period of leave**

Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue during the currency of the leave.

### **32.7.2 Annual leave loading**

In addition to the payment prescribed in 32.7.1 hereof an employee shall receive during a period of annual leave a loading of 17.5% calculated on the rates, loadings and allowances prescribed by clauses 18, 24.1, 24.2, 24.3 and 38 of this award, and leading hand rates as prescribed by clause 18 of this award if applicable. The loading prescribed above shall also apply to proportionate leave on lawful termination.

## **32.8 Service under previous award**

For the purposes of calculating annual leave the service of the employee prior to the operative date of this award shall be taken into account but an employee shall not be entitled to leave (or payment in lieu thereof) for any period in respect of which leave (or payment in lieu thereof) has been allowed or made under any previous award.

## **32.9 Annual close down**

**32.9.1** Notwithstanding anything contained in this award an employer giving any leave in conjunction with the Christmas - New Year holidays may, at the employer's option, either:

**32.9.1(a)** stand off without pay during the period of leave any employee who has not yet qualified under 32.1 hereof, or

**32.9.1(b)** stand off for the period of leave any employee who has not qualified under 32.1 hereof and pay the employee (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 38 hours' continuous service (excluding overtime).

**32.9.2** Provided that where an employer at their option decides to close down their establishment at the Christmas - New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of their employees then qualified for such leave, the employer shall give at least two months' notice to their employees of their intention so to do.

## **32.10 Commencement of leave - distant jobs**

If an employee is still engaged on a distant job when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as the employers headquarters, by the first reasonable means of transport the employees annual leave shall commence on the first full working day following the employees return to such place of engagement or headquarters as the case may be.

### **32.11 Prohibition of alternative arrangements**

An employer shall not make payment to an employee in lieu of annual leave or any part thereof except as is provided for in this clause and no contract, arrangement, or agreement shall annul, vary or vitiate the provisions of this clause whether entered into before or after the commencement of this award.

### **33. PERSONAL LEAVE**

The provisions of this clause apply to employees other than casuals.

#### **33.1 Amount of paid personal leave**

**33.1.1** Paid personal leave will be available to an employee when they are absent due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
- bereavement on the death of an immediate family or household member (bereavement leave).

**33.1.2** The amount of personal leave to which an employee is entitled is as follows:

- 33.1.2(a)** Three days in the first month and then one additional day at the beginning of each of the next nine calendar months, shall be available in the first year of employment;
- 33.1.2(b)** Twelve days at the beginning of the employees second and each subsequent year, which subject to 33.3.8 hereof, shall commence on the anniversary of engagement.

**33.1.3** In any year unused personal leave accrues at the rate of the lesser of:

- 33.1.3(a)** ten days less the total amount of sick leave and carer's leave taken from the current year's personal leave entitlement in that year; or
- 33.1.3(b)** the balance of that year's unused personal leave.

**33.1.4** Personal leave may accumulate to a maximum of 100 days.

#### **33.2 Immediate family or household**

**33.2.1** The entitlement to use personal leave for the purpose of carer's or bereavement leave is subject to the person being either:

- 33.2.1(a)** a member of the employee's immediate family; or
- 33.2.1(b)** a member of the employees' household.

**33.2.2** The term **immediate family** includes:

- 33.2.2(a)** spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as the employees husband or wife on a bona fide domestic basis; and
- 33.2.2(b)** child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### **33.3 Sick leave**

- 33.3.1** An employee during the first year of employment with an employer shall be entitled to use personal leave as sick leave, on account of personal illness or injury other than that covered by workers compensation, at the rate of one day at the beginning of each of the first ten calendar months.
- 33.3.2** Provided that an employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of the employee's second and subsequent year, which subject to 33.3.8 hereof, shall commence on the anniversary of engagement.
- 33.3.3** An employee is entitled to use accumulated personal leave for the purpose of sick leave where the current year's sick leave entitlement has been exhausted.
- 33.3.4** An employee shall within 24 hours of the commencement of such sick leave inform the employer of the employee's inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the employee's absence.
- 33.3.5** An employee shall prove to the employer's satisfaction that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- 33.3.6** In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year the employee has already been allowed paid Sick Leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. Provided that an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.
- 33.3.7** Any sick leave for which an employee may become eligible under this award by reason of service with one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.

**33.3.8** If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

#### **33.4 Bereavement leave**

**33.4.1** An employee (other than a casual) is entitled to use up to two days paid personal leave as bereavement leave on the death within Australia of a member of the employee's immediate family or household. Such leave shall be up to and including the day of the funeral of such relation (or where made necessary because of travel arrangements, the day after the funeral).

**33.4.2** Provided further that, with the consent of the employer, which shall not be unreasonably withheld, an employee shall in addition be entitled to up to ten working days unpaid bereavement leave in respect of the death within Australia or overseas of a relation to whom the clause applies.

**33.4.3** Proof of such death shall be provided by the employee to the satisfaction of the employer.

#### **33.5 Carer's leave**

**33.5.1** An employee (other than a casual) is entitled to use up to five days personal leave each year as carer's leave to provide care and support for members of the employees immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned.

**33.5.2** The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

**33.5.3** In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.

**33.5.4** The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

**33.5.5** An employee may take unpaid carer's leave by agreement with the employer.

**33.6** Any dispute as to the taking of personal leave shall be dealt with in accordance with clause 11 – Disputes resolution procedure of this award.

## **34. PARENTAL LEAVE**

The provisions of this clause apply to employees other than casuals.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

### **34.1 Definitions**

**34.1.1** For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where **child** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**34.1.2** Subject to 34.1.3 hereof **spouse** includes a de facto or a former spouse.

**34.1.3** In relation to 34.5 hereof **spouse** includes a de facto spouse but does not include a former spouse.

### **34.2 Basic entitlement**

**34.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

**34.2.2** Subject to 34.3.6 hereof, parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

**34.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

**34.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

### **34.3 Maternity leave**

**34.3.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

**34.3.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

- 34.3.1(b)** of the date on which the employee proposes to commence maternity leave, and the period of leave to be taken - at least four weeks.
- 34.3.2** When the employee gives notice under 34.3.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave the employee will not engage in any conduct inconsistent with her contract of employment.
- 34.3.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 34.3.4** Subject to 34.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 34.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that the employee is fit to work on her normal duties.
- 34.3.6 Special maternity leave**
- 34.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 34.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which the employee is entitled in lieu of, or in addition to, special maternity leave.
- 34.3.6(c)** Where an employee not then on maternity leave suffers an illness related to the pregnancy, the employee may take any paid sick leave to which the employee is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 34.3.7** Where leave is granted under 34.3.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### **34.4 Paternity leave**

- 34.4.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave:

**34.4.1(a)** a certificate from a registered medical practitioner which names the employee's spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

**34.4.1(b)** written notification of the dates on which the employee proposes to start and finish the period of paternity leave; and

**34.4.1(c)** a statutory declaration stating:

**34.4.1(c)(i)** the employee will take that period of paternity leave to become the primary care-giver of a child;

**34.4.1(c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and

**34.4.1(c)(iii)** that for the period of paternity leave the employee will not engage in any conduct inconsistent with his contract of employment.

**34.4.2** The employee will not be in breach of 34.4.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### **34.5 Adoption leave**

**34.5.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**34.5.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

**34.5.2(a)** the employee is seeking adoption to become the primary care-giver of the child;

**34.5.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

**34.5.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**34.5.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

**34.5.4** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**34.5.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

**34.5.6** An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### **34.6 Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

#### **34.7 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave, which they have accrued, subject to the total amount of leave not exceeding 52 weeks.

#### **34.8 Transfer to a safe job**

**34.8.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

**34.8.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### **34.9 Returning to work after a period of parental leave**

**34.9.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

**34.9.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 34.8 hereof, the employee will be entitled to return to the position they held immediately before such transfer.

**34.9.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **34.10 Replacement employees**

**34.10.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**34.10.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### **34.11 Part-time work**

**34.11.1** With the agreement of the employer:

**34.11.1(a)** A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

**34.11.1(b)** A female employee may work part-time in one or more periods while the employee is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

**34.11.1(c)** A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

**34.11.1(d)** In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

#### **34.11.2 Return to former position**

**34.11.2(a)** An employee who has had at least twelve months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to the employees former position.

**34.11.2(b)** Nothing in 34.11.2(a) hereof shall prevent the employer from permitting the employee to return to their former position after a second or subsequent period of part-time employment.

**34.11.3 Effect of part-time employment on continuous service**

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

**34.11.4 Pro rata entitlements**

Subject to the provisions of this subclause and the matters agreed to in accordance with 34.11.8 hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

**34.11.5 Transitional arrangements - annual leave**

**34.11.5(a)** An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.

**34.11.5(b)** A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in the award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

**34.11.5(c)** Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

**34.11.6 Transitional arrangements - sick leave**

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

**34.11.7 Part-time work agreement**

**34.11.7(a)** Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

**34.11.7(a)(i)** that the employee may work part-time;

**34.11.7(a)(ii)** upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

**34.11.7(a)(iii)** upon the classification applying to the work to be performed;  
and

**34.11.7(a)(iv)** upon the period of part-time employment.

**34.11.7(b)** The terms of this agreement may be varied by consent.

**34.11.7(c)** The terms of this agreement or any variation to it shall be reduced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

**34.11.7(d)** The terms of this agreement shall apply to the part-time employment.

#### **34.11.8 Termination of employment**

**34.11.8(a)** The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award.

**34.11.8(b)** Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

#### **34.11.9 Extension of hours of work**

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 34.11.5 hereof.

#### **34.11.10 Nature of part-time work**

The work to be performed part-time need not be the work performed by the employee in their former position but shall be work otherwise performed under this award.

#### **34.11.11 Replacement employees**

**34.11.11(a)** A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

**34.11.11(b)** A replacement employee may be employed part-time. Subject to this paragraph, 34.11.5, 34.11.6, 34.11.7, 34.11.9 and 34.11.11 hereof apply to the part-time employment of replacement employee.

**34.11.11(c)** Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

**34.11.11(d)** Unbroken service as a replacement employee shall be treated as continuous service for the purposes of 34.11.11(e) hereof.

**34.11.11(e)** Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

## **35. JURY SERVICE**

**35.1** A tradesperson or labourer required to attend for jury service shall be entitled to have the employees pay made up by the employer to equal the ordinary pay as for eight hours (inclusive of accrued entitlements prescribed by clauses 27 or 30 of this award) per day plus fares whilst meeting this requirement. The employee shall give the employer proof of such attendance and the amount received in respect of such jury service.

**35.2** An operator required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

**35.3** An employee shall notify their employer as soon as practicable of the date upon which the employee is required to attend for jury service, and shall provide the employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

**35.4** An employee working part-time pursuant to clause 34 of this award required to attend for jury service during their agreed ordinary hours shall be paid in accordance with 35.1 or 35.2 hereof on a pro rata basis.

## **36. PUBLIC HOLIDAYS AND HOLIDAY WORK**

**36.1** An employee, other than a casual employee shall be entitled to the following holidays without deduction of ordinary pay:

**36.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day (except in South Australia where Commemoration Day - 28 December - shall be observed as a holiday throughout the State, except at Whyalla); and

**36.1.2** the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday (except in Western Australia where Union Picnic Day will be held in lieu thereof) and Eight Hours' Day or Labour Day; and

**36.1.3** one other day specified as follows in each State, Territory or locality:

**36.1.3(a) In Victoria:** Melbourne Cup Day

Provided that for an employee employed at work beyond a radius of 40 kilometres of the GPO Melbourne, another day may, by agreement between the employer and employee representative or majority of employees, be substituted for Melbourne Cup Day, provided further that for any employee resident in Geelong and employed within a radius of 50 kilometres of the GPO Geelong, Geelong Cup Day shall be substituted for Melbourne Cup Day.

**36.1.3(b) In South Australia:** the third Monday in May.

**36.1.3(c) In Tasmania:** Show Day in the locality as proclaimed or gazetted by the authority of the State government.

**36.1.3(d) In Queensland:** Show Day in the locality as proclaimed or gazetted by the authority of the State government.

**36.1.3(e) In New South Wales:** Picnic Day provided that:

**36.1.3(e)(i)** The first Monday in December of each year shall be the Union Picnic Day.

**36.1.3(e)(ii)** Where an employer holds a regular picnic for their employees on some other working day during the year such day may be given and may be taken as a picnic day in lieu of the picnic day herein fixed.

**36.1.3(f) In Western Australia:** Foundation Day or any other day which by Act of Parliament or State Proclamation is substituted for the said day.

**36.1.4** An employer whose business is situated near a State or Territory border and whose operations traverse the border may elect to follow a particular State or Territory's public holidays, subject to agreement with the employee representative or majority of employees.

**36.2** Where Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.

**36.3** Where Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.

**36.4** When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

**36.5** Where in a State, or locality within a State, additional holidays which are to be generally observed are declared or prescribed by the authority of a State Government on days other than those set out in 36.1.1, 36.1.2 and 36.1.3 hereof, those days shall constitute additional holidays for the purpose of this award.

- 36.6** Where such additional holidays are to be observed in accordance with 36.5 hereof, it is the locality of the employers premises nearest the employees home or point of engagement (or the location of the site where employees are engaged on distant work) which determines whether or not the additional holiday is to be observed.
- 36.7** An employer and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees covered by this award shall constitute agreement.
- 36.8** An agreement pursuant to 36.7 hereof shall be recorded in writing and be available to every affected employee.
- 36.9** The unions which are party to this award shall be informed of an agreement pursuant to 36.7 hereof provided such agreement is made with a union member.
- 36.10** Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- 36.11** An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in 36.1, 36.2, 36.3 and 36.4 hereof or each holiday in a group as prescribed in 36.12 hereof which falls within ten consecutive calendar days after the day of termination.
- 36.12** Where any two or more of the holidays prescribed in this award occur within a seven day span, such holidays shall for the purpose of this award be a group of holidays. If the first day of the group of holidays falls within ten consecutive days after termination, the whole group shall be deemed to fall within the ten consecutive days.
- 36.13** Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
- 36.14** No employee shall be entitled to receive payment from more than one employer in respect of the same public holiday or group of holidays.
- 36.15** Where an employee is working on a part-time basis pursuant to the provisions of clause 34 - Parental leave of this award, the holidays provisions in this clause shall only apply in respect of that part of a holiday or group of holidays which coincides with the ordinary hours of part-time work applicable to that employee.

## **PART 8 – TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **37. LIVING AWAY FROM HOME - DISTANT WORK**

#### **37.1 Qualification**

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

- 37.1.1(a)** The employee is not in receipt of relocation benefits.
- 37.1.1(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
- 37.1.1(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.

**37.1.2** Subject to 37.2 hereof an employee is regarded as bound by the statement of the employees' 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.

### **37.2 Employee's address**

**37.2.1** The employer shall require and the applicant shall provide the employer with the following information, in writing, at the time of engagement:

**37.2.1(a)** the address of the place of residence at the time of application; and

**37.2.1(b)** the address of the separately maintained residence, if applicable.

**37.2.2** 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.

**37.2.3** No subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.

**37.2.4** 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.

**37.2.5** The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

**37.2.6** Any dispute arising in respect of this clause shall be dealt with in accordance with clause 11 – Disputes resolution procedure of this award.

### **37.3 Entitlement**

**37.3.1** Where an employee qualifies under 37.1 hereof the employer shall:

- 37.3.1(a)** pay an allowance of \$289.70 per week of seven 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 \$41.40 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 dealt with in accordance with clause 11 – Disputes resolution procedure of this award; or
- 37.3.1(b)** provide the worker with reasonable board and lodging (**reasonable board and lodging** shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available); or
- 37.3.1(c)** where employees are required to live in camp at any one site, provide:
- 37.3.1(c)(i)** All board and accommodation free of charge and without deduction from the employee’s wages, and
- 37.3.1(c)(ii)** Accommodation in accordance with the following minimum standard:
- 37.3.1(c)(ii)(1)** Where such accommodation is of the hut, demountable or transportable type, such accommodation shall:
- be designed to house workers in individual rooms, each room not less than 9 square metres (97 square feet) in area;
  - be lined and sealed with such material as facilitates the washing of walls and ceiling;
  - have floor coverings of vinyl or like material;
  - have weather proof windows and doors, all fitted with insect screens and curtains;
  - have a door which can be locked;
  - have corridors between units which shall be roofed and shall have a concrete or wooden floor;
  - be connected to electricity and each room shall be independently fused;
  - be twin cycle air-conditioned in each room;
  - have two power points in each room to which electrical appliances can be connected.
- 37.3.1(c)(ii)(2)** In addition, such accommodation shall contain in each room for each worker:

- a single bed with head and foot boards (complete with rubber foam or innerspring mattress, with a pillow and loose detachable washable covers for mattress and pillow);
- wardrobe, dressing table unit with mirror, chest of drawers, table and chair;
- four coat hooks on the wall and a towel rail;
- a ceiling light;
- a reading light;
- a waste basket;
- a linen ration.

**37.3.1(c)(ii)(3)** Ablution/laundry facilities with all necessary plumbing, drainage and electrical fittings; hot and cold water supplies; sufficient water closets, showers, basins, laundry troughs, washing machines, tumble dryers, ironing boards and sundry fittings.

**37.3.1(c)(ii)(4)** Recreational facilities including an air conditioned fully enclosed and sealed area suitable for use by up to twenty persons with sufficient chairs, tables, lighting and other appropriate facilities.

**37.3.1(c)(ii)(5)** Kitchen and dining facilities with all the necessary equipment, utensils, cutlery and crockery.

**37.3.1(c)(iii)** Messing system

The employer shall provided a qualified cook for a gang of ten or more. Where the gang is ten or less the employer shall provide reimbursement for food purchased by the gang for its own use or shall reimburse each gang member for meals consumed in the nearest recognised centre.

In camps over 30 people 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.

**37.3.1(c)(iv)** All camps shall provide the following additional miscellany:

- adequate external lighting;
- reasonable facilities for the adequate posting and receipt of mail;
- radio and/or telephone contact;
- adequate fire protection equipment including chemical extinguishers;
- adequate means for getting injured or sick workers to the nearest qualified medical centre;
- a system of covered pathways shall link accommodation with facilities-in-common;
- a system of low level lighting shall illuminate facilities-in-common;
- children's playground facilities with special care given to shade.

**37.3.1(c)(v)**

Where an employer has established a camp site and provides facilities for employees living in their own caravan or provides caravans for employees, and having regard to the peculiarities of caravan living, the additional provisions below shall apply:

- The area allocated to caravan sites shall not exceed 39% of the entire caravan park;
- Each van site shall be of no less than twelve metres by 10 metres;
- A van area of not less than 3 metres wide of gravel surface;
- An annex area of not less than 2.4 metres by 6 metres of concrete surface;
- An open area of grass;
- Each van site shall have an individual sullage collection point suitable for connecting sink wastes by direct piping from the van;
- No van site shall be closer than five metres to the park perimeter;
- A system of covered concrete pathways shall link the van site to the ablutions area;
- Access roads shall be sealed;
- The park perimeter shall be fenced;
- Carwash and maintenance areas surfaced and with water provided.

### **37.3.2 Camping allowance**

An employee living in a construction camp where free messing is not provided shall receive a camping allowance of \$115.90 for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee shall be paid \$16.70 per day including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance shall not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance shall not be payable for the Saturday and Sunday.

### **37.3.3 Camp meal charges**

Where a charge is made for meals in a construction camp, such charge shall be fixed by agreement between the parties.

## **37.4 Travelling expenses**

An employee who is sent by an employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of this clause shall not be entitled to any of the allowances prescribed by clause 38 of this award for the period occupied in travelling from the employees' usual place of residence to the distant job, but in lieu thereof shall be paid:

### **37.4.1 Forward journey**

- 37.4.1(a)** The time spent in travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- 37.4.1(b)** 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 tools if such is incurred.
- 37.4.1(c)** Any meals incurred while travelling at \$8.00 per meal.
- 37.4.1(d)** Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within two weeks of commencing on the job and who does not forthwith return to the employee's place of engagement.

### **37.4.2 Return journey**

- 37.4.2(a)** An employee shall, for the return journey, receive the same time, fares and meal payments as provided in 37.4.1 hereof, together with an amount of \$14.30 to cover the cost of transport and transporting tools from the main public transport terminal to the employees usual place of residence. Subject to further order this allowance shall not be payable to employees engaged on weekly hire.
- 37.4.2(b)** Provided that the above return journey payments shall not be paid if the employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

### **37.4.3 Departure point**

For the purpose of this clause, 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.

### **37.5 Daily fares allowance**

An employee engaged on a job who qualifies under the provisions of this clause 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 37 of this award.

### **37.6 Weekend return home**

- 37.6.1** An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or employers representative, no later than Tuesday of each week, of the employees intention to return to the employees usual place of residence at the weekend and who returns to such usual place of residence for the weekend, shall be paid an allowance of \$24.10 for each occasion.
- 37.6.2** Clause 37.6.1 hereof shall not apply to an employee who is receiving the payment prescribed in 37.3.1(a) hereof in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in 37.3.2 hereof.
- 37.6.3** When an employee returns to the employees usual place of residence for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance prescribed in 37.3.1(a) hereof shall be made.

## **37.7 Rest and recreation**

### **37.7.1 Rail or road travel**

- 37.7.1(a)** An employee who proceeds to a job which qualifies the employee to the provisions of this clause, may, after two months' continuous service and thereafter at three monthly periods of continuous service, return to the employee's usual place of residence at the weekend. If the employee does so, the employee shall be paid the amount of a bus or second class return railway fare to the bus or railway station nearest the employee's usual place of residence on the pay day which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.
- 37.7.1(b)** Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months, then the provisions of this subclause shall not be applicable.

### **37.7.2 Air travel**

- 37.7.2(a)** Notwithstanding any other provisions contained in 37.7.1 hereof and in lieu of such provisions, the following conditions shall apply to an employee who qualifies under 37.1 hereof and where such construction work is located north of 26 parallel of south latitude in Western Australia or in any other area to which air transport is the only practicable means of travel. An employee may return home after four months' continuous service and shall in such circumstances be entitled to two days' leave with pay in addition to the weekend.
- 37.7.2(b)** Thereafter the employee may return to the employee's usual place of residence after each further period of four months' continuous service, and in each case shall be entitled to two days' leave of which one day shall be paid leave.
- 37.7.2(c)** Payment for leave and reimbursement for any economy air fare paid by the employee shall be made at the completion of the first pay period commencing after date of return to the job.
- 37.7.2(d)** Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of four months, then the provisions of this paragraph shall not be applicable.

**37.7.2(e) Remote areas of Western Australia**

Employees on jobs north of latitude 26 degrees south or elsewhere in the State of Western Australia shall be entitled in accordance with 37.7.2 hereof to travel to their usual place of residence, or Perth whichever is the closest to the job and return provided that reimbursement of air fare shall not exceed the economy air fare from the job to Perth and return; unless an employee has been sent by the employer or selected or engaged by the employer or agent to go to such job from a place which is a greater distance from the job than Perth and the employee returns to that place in which event reimbursement shall include the return air fare for the greater distance.

**37.7.3 Limitation of entitlement**

An employee shall be entitled to either 37.7.1 or 37.7.2 hereof and such option shall be established by agreement as soon as practicable after commencing on distant work. The entitlement shall be availed of as soon as reasonably practical after it becomes due and shall lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice shall lie with the employer.)

**37.7.4 Service requirements**

For the purpose of this subclause service shall be deemed to be continuous notwithstanding an employee's absence from work as prescribed in this clause or as prescribed in 4.15 of this award.

**37.7.5 Variable return home**

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlement.

**37.7.6 No payment in lieu**

Payment of fares and leave with pay as provided for in this subclause shall not be made unless availed of by the employee.

**37.8 Alternative paid day off procedure**

If the employer and the employee so agree in writing, the paid rostered day off as prescribed in clause 27 - Hours of work of this award, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in 37.7 hereof, or at the end of the project, or on termination whichever comes first.

### **37.9 Termination**

An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.

## **38. FARES AND TRAVEL PATTERNS ALLOWANCE**

### **38.1 Metropolitan radial areas**

Except for Operators in New South Wales (see 38.13 hereof), the following fares and travel patterns allowance shall be paid to employees for travel patterns and costs peculiar to the industry which include mobility requirements on employees and the nature of employment on construction work.

#### **38.1.1 Victoria, Queensland and Western Australia**

When employed on work located within a radius of 50 kilometres from the GPO Melbourne, the GPO Brisbane, the GPO Perth, or the principle post office of Bendigo, Ballarat or Geelong - \$11.80 per day.

#### **38.1.2 South Australia**

When employed on work located within a radius of 30 kilometres from the GPO Adelaide - \$11.10 per day.

#### **38.1.3 Tasmania**

When employed on work located within a radius of 30 kilometres from the GPO Hobart or the principle post office Launceston - \$11.30 per day.

#### **38.1.4 New South Wales**

**38.1.4(a)** When employed on work located within the county of Cumberland, county of Northumberland or county of Camden - \$11.80 per day.

**38.1.4(b)** When employed on work located within a radius of 50 kilometres from the principle post office in the cities of Penrith, Newcastle, or Campbelltown, and the employers business or branch (other than a construction site) is established in such cities - \$11.80 per day.

**38.1.4(c)** Provided that the allowance shall not be payable to an employee whose regular place of employment is a carpentry or joinery shop or painting shop or signwriting shop, except when an employee is required to commence work away from the regular place of employment.

## **38.2 Distant jobs**

The allowances prescribed in 38.1 hereof shall be paid to employees employed on a distant job (as defined in clause 37 of this award), when the work is carried out away from the place where, with the employers approval, the employee is accommodated, in accordance with following radial areas:

**38.2.1** New South Wales, Victoria, Queensland and Western Australia - 50 kilometres from the place of accommodation.

**38.2.2** South Australia and Tasmania - 30 kilometres from the place of accommodation.

## **38.3 Country radial areas**

**38.3.1** An employer whose business or branch or section thereof (for the purpose of engagement) is established in any place (other than on a construction site) outside the areas mentioned in 38.1 hereof, shall pay their employees the allowances prescribed in 38.1 hereof for work located within a radius of:

- In New South Wales, Victoria, Queensland and Western Australia - 50 kilometres;
- In South Australia and Tasmania - 30 kilometres;

from the post office nearest the establishment.

**38.3.2** Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated address shall be used, and employees shall be entitled to the provisions of 38.4 hereof when travelling to a job outside such radial area.

## **38.4 Travelling outside radial areas**

**38.4.1** Where an employee travels daily from inside any radial or county area mentioned in 38.1, 38.2 and 38.3 hereof to a job outside that area, the employee shall be paid:

**38.4.1(a)** the allowance prescribed in 38.1, 38.2 or 38.3 hereof;

**38.4.1(b)** in respect of travel from the designated boundary to the job and return to that boundary:

- 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;
- any expenses necessarily and reasonably incurred in such travel, which shall be 35 cents per kilometre where the employee uses their own vehicle.

#### **38.4.2 Residing outside radial areas**

An employee whose residence is outside the radial areas prescribed herein shall be entitled to the provisions of 38.4.1(a) hereof, but not 38.4.1(b) hereof.

#### **38.5 Travelling between radial areas**

**38.5.1** The provisions of 38.4 hereof shall apply to an employee who is required by the employer to travel daily from one of those areas mentioned in 38.1 and 38.3 hereof to an area, or another area, mentioned in 38.1 or 38.3 hereof.

**38.5.2** Provided that employees in New South Wales who are travelling between radial areas shall not receive any payments for time and expenses as prescribed in 38.4.1(b) hereof unless the employer directs that the employee does so travel as a specific condition of employment.

#### **38.6 Provision of transport**

**38.6.1** Subject to 38.6.2, 38.6.3 and 38.6.4 hereof the allowance prescribed in this clause, (except the additional payment prescribed in 38.4 and 38.5 hereof) 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 place of work and return.

**38.6.2** The allowance prescribed in this clause shall be payable on any day for which the employer provides a vehicle free of charge to the employee and the employee is required by the employer to drive such vehicle from the employee's home to the place of work and return.

**38.6.3** Time spent by an employee travelling from the employee's home to the 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 except to the extent provided in 18.2, 29.2 and 37.4 of this award and 38.4 and 38.5 hereof.

**38.6.4** Provided that 38.6.2 and 38.6.3 hereof shall have no application in the case of an employee directed by the employer to pick up and/or return other employees to their homes. Such an employee shall be paid as though the time taken was worked, but no allowance shall be paid.

#### **38.7 Work in fabricating yard**

**38.7.1** 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 this clause shall apply.

**38.7.2** Employees in stonemasonry classifications in New South Wales shall be paid the fares prescribed in this clause when employed in the yard or on site.

#### **38.8 Requirements to 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.

### **38.9 Transfer during working hours**

- 38.9.1** 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 the most convenient public transport between such sites.
- 38.9.2** Provided that where an employee agrees to their employer's request to use the employee's own car for such a transfer, the employee shall be paid an allowance at the rate of 65 cents per kilometre.

### **38.10 Daily entitlement**

- 38.10.1** The travelling allowances prescribed in this clause shall not be taken in to account in calculating overtime, penalty rates, annual or personal 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 and for the rostered day off as prescribed in clauses 27 – Hours of work and 30 – Shift work of this award. The allowances shall however be taken into account when calculating the annual leave loading.
- 38.10.2** Subject to the foregoing provisions a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion or has walked instead of using a public conveyance.

### **38.11 Continuation of practice**

The provisions of 38.1, 38.2 and 38.3 hereof shall continue to apply to employees working at any workshop, yard or depot (either presently or future existing) in the same manner as applied prior to 31 August 1979.

### **38.12 Apprentices**

- 38.12.1** An apprentice's (including in South Australia, unapprenticed juniors as prescribed in clause 20.1 of this award) entitlement to allowance prescribed under 38.1, 38.2 and 38.3 hereof shall be in accordance with the following scale.
- On the first year rate - 75% of amount prescribed.
  - On second year rate - 85% of amount prescribed.
  - On third year rate - 90% of amount prescribed.
  - On fourth year rate - 95% of amount prescribed.
- 38.12.2** The foregoing shall be calculated to the nearest five cents, two cents and less to be disregarded.

### **38.13 Operators in New South Wales**

Notwithstanding the above, the following provisions shall apply to operators in New South Wales:

- 38.13.1** An allowance of \$11.80 per day shall be paid by the employer to employees to compensate for excess fares and travelling time to and from places of work:
- 38.13.1(a)** provided that if the employer provides or offers to provide transport free of charge to any employee from and to a point established at a distance of not more than 3.2 kilometres from the employee's residence then an allowance of \$4.50 shall be paid;
- 38.13.1(b)** provided further that the provisions of this paragraph shall not apply to any employee when required to report to a fixed establishment or a fixed place of reporting which is not a construction site.
- 38.13.2** Where an employee is sent during working hours from job to job, the employer shall pay all travelling times and fares incurred in addition to the amounts the employer may be liable to pay under 38.13.1 hereof.
- 38.13.3** Where an employee is not notified by the employer the day before of a transfer, the employer shall, if requested by the employee, pay the cost of or return the employee to the point from which the employee was transferred by the time of cessation of work. Provided that this provision shall only apply on the first day of transfer.
- 38.13.4** Where an employee's place of work is at a construction site located more than 40 kilometres from the employer's depot by the nearest practicable route, an employee required to drive the employee's own vehicle, or where public transport is not available, shall be paid an allowance of 65 cents per kilometre for the distance travelled each way in excess of such 40 kilometres. The minimum payment under this paragraph shall not be less than \$12.40 per day, inclusive of the allowance under 38.13.1 hereof.
- 38.13.5** Where an employee during working hours is directed by the employer to use the employee's private vehicle for the purpose of the employer's business (including road escort duty) the employee shall be paid an allowance of 65 cents per kilometre. This allowance is payable in addition to any payment made under 38.13.1 or 38.13.4 hereof.
- 38.13.6** Where an employee is required to use the employee's private vehicle to transfer from one place to another during working hours and this requires the employee to travel a greater distance from the depot the employee shall be paid an allowance of 65 cents per kilometre but only for that distance travelled to and from the place of work from which the employee was transferred.
- 38.13.7** Provided that where an employer and the union representative elect to adopt an alternative system no less favourable than above, they may adopt those arrangements in lieu of the foregoing.
- 38.13.8** Nothing in this clause shall act to reduce any existing agreement between the employer and the union that is more favourable than the provisions of the above clause.

### **38.14 New South Wales fares and district boundaries**

The boundaries for the purposes of 38.1.4(a) hereof are as follows:

#### **38.14.1 Boundary of the County of Cumberland**

Pacific Ocean, Hawkesbury River, Nepean River, Cataract River, Cataract Creek and Woodlands Creek.

#### **38.14.2 Boundary of the County of Camden**

Woodlands Creek, Cataract Creek, Cataract River, Nepean River, Warragamba River, Wollondilly River, Uringalla Creek, Joarimina Creek, Shoalhaven River and Pacific Ocean.

#### **38.14.3 Boundaries of the Counties of Northumberland and Camden and Cumberland**

The areas bounded by the intersecting points of the Pacific Ocean, Hunter River (including Fullerton Cove and the North Channel), Wollombi Brook, Parsons Creek, Darkey Creek, Howes Valley Creek, Macdonald River, Hawkesbury River, Nepean River, Warragamba River, Wollondilly River, Uringalla Creek, Barkers Creek, Joarimina Creek, and the Shoalhaven River.

### **38.15 Travel allowance - Pinjara, Western Australia**

An employee who is not provided with transport by the employer and who is required to travel, by the shortest route, a distance of more than 40 kilometres from home to the Pinjara site shall be paid an allowance of \$20.95 per day. An employee who is required by the employer to travel by the shortest possible route a distance of more than 70 kilometres from home to the Pinjara site shall be paid an allowance of \$35.60 per day.

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

### **39. TRAINING**

#### **39.1 Quarryworkers (New South Wales) – adult trainees**

**39.1.1** An employer may engage trainee quarryworkers in accordance with this clause.

**39.1.2** The training period for an adult trainee quarryworker (as defined) shall be for a maximum period of six months from the date of engagement and payment shall be in accordance with the following hourly rates prescribed by this award:

**39.1.2(a)** during the first three month period (from date of engagement) at the rate prescribed for **terrazzo assistant**;

**39.1.2(b)** during the second three month period (from date of engagement) at the rate prescribed for **machinist**;

**39.1.2(c)** thereafter at the full rate prescribed for **quarryworker**.

**39.1.3** The trainee shall work in conjunction with, and assist, an experienced quarryworker and shall be instructed in skills of the trade and be subject to supervision during the training period.

**39.1.4** Provided that where such employee performs, unsupervised, the duties of a quarryworker during the six month training period the employee shall be paid the rate prescribed in 39.1.2(c) hereof on a mixed functions basis (in accordance with clause 22 – Mixed functions of this award).

## **39.2 Civil operations traineeships**

### **39.2.1 Definitions**

**39.2.1(a)** A **traineeship** is a system of structured on-the-job training with an employer and off-the-job training with an approved training provider accessed through a contract of training. A traineeship provides three stages of training resulting in the trainee achieving a qualification at CW3 level (equivalent to AQF level 3). Progression through each stage will be dependent on the trainee passing the required competency based assessment.

**39.2.1(b)** An **approved training provider** is a Technical and Further Education College or other training provider accredited by the appropriate State or territory training authority.

**39.2.1(c)** A **contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

**39.2.1(d)** A **trainee** is an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

### **39.2.2 Trainees to be additional to existing employees**

As the objective of the introduction of the civil operations traineeship is to enhance the skill levels and future employment prospects of young people in the industry, but not at the expense of existing workers, all trainees shall as far as possible be employed in addition to the existing employees of the respective company and shall not displace existing employees.

### **39.2.3 Training conditions**

**39.2.3(a)** Trainees shall attend the approved on and off-the-job training course or program as prescribed in the contract of training.

**39.2.3(b)** The employer shall provide a level of supervision in accordance with the approved training plan during the traineeship period.

**39.2.3(c)** All traineeships shall be subject to a monitoring committee agreed to by the parties to this award, which shall have the authority to inspect all training records or work books to ensure compliance with the contract of training.

### 39.2.4 Employment conditions

- 39.2.4(a)** A trainee shall be engaged for the period as specified by the contract of training as a full-time employee, provided that such trainee shall be subject to a satisfactory probation period of up to one month.
- 39.2.4(b)** A trainee shall be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-the-job training in accordance with the contract of training.
- 39.2.4(c)** Where the employment of a trainee by an employer is continued after the completion of the traineeship, the period of the traineeship shall be counted as service for the purposes of the award and long service leave entitlements.
- 39.2.4(d)** Overtime and shiftwork shall not be worked by trainees except to enable the requirements of the training plan to be met. When overtime and/or shiftwork are worked the relevant penalties and allowances prescribed by the award shall apply, based on the wage rate contained in this clause. No trainees shall work overtime or shiftwork on their own or without supervision.
- 39.2.4(e)** The minimum weekly wage rates payable to trainees shall be as follows:

Stage Relativity	Stage 1 68%		Stage 2 78%		Stage 3 90%	
	NSW	Other States	NSW	Other States	NSW	Other States
	\$	\$	\$	\$	\$	\$
Base rate	248.30	248.30	284.90	284.90	328.70	328.70
Supplementary payment	35.40	35.40	40.60	40.60	46.90	46.90
Arbitrated safety net	60.00	60.00	60.00	60.00	60.00	60.00
Industry allowance	17.90	17.90	17.90	17.90	17.90	17.90
Special allowance	7.25	7.70	7.25	7.70	7.25	7.70
Total weekly rate	368.85	369.30	410.65	411.10	460.75	461.20

- 39.2.5** All other allowances and entitlements (including fares and travel patterns allowance) shall be paid in accordance with the award.
- 39.2.6** In any state in which any statute relating to apprentices or trainees is now or hereafter in force or in which any authority with statutory power has issued or may issue any regulation relating to apprentices or trainees, such statute and such regulations shall operate in such State provided that the provisions thereof are not inconsistent with this award.
- 39.2.7** Except as provided for in this clause all other conditions as provided in the award shall apply.

### 39.3 National Training Wage Award 1994

**39.3.1** A party to this award shall comply with the terms of the National Training Wage Award 1994 [Print N04816 [N0277], as varied, as though bound by clause 3 of that award.

**39.3.2** The terms of the National Training Wage Award 1994, as varied, shall apply to employment under this award except where inconsistent with this clause.

**39.3.3** Rates of pay for trainees employed under this award shall be as follows:

<b>Item</b>	<b>Skill level B</b>	<b>Skill level A</b>
	<b>\$</b>	<b>\$</b>
Base rate	356.00	374.00
Industry allowance	17.90	17.90
Special allowance	7.70	7.70
	381.60	399.60
Fares allowance	as per the award	
Redundancy	Nil	Nil
Follow the job loading (18.3)	Nil	Nil
Superannuation	as per the award	

All other disability and expense related allowances provided for in this award shall be payable to trainees from time to time, if applicable, but no other allowances shall apply.

**39.3.4** The rates of pay in this award include the arbitrated safety net adjustment payable under the *April 1998 and April 1999 Safety Net Review - Wages* decisions [Prints Q1998 and R1999]. This arbitrated safety net 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 above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

**39.3.5** Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

B. This order shall come into force on and from 6 June 2000 and shall remain in force for twelve months.

BY THE COMMISSIONER:

COMMISSIONER

## **APPENDIX A**

### **WESTERN AUSTRALIA - SITE PROVISIONS**

#### **1. NORTH WEST SHELF GAS PROJECT (WESTERN AUSTRALIA)**

##### **1.1 Application**

This clause shall apply to employees employed by respondent employers who perform work within the scope of the award (as defined in 1.2 hereof) on the North West Shelf Gas Project, Burrup Peninsula in the State of Western Australia.

The provisions of this award shall apply to such work unless any such provisions are inconsistent with the provisions of this appendix, in which case the provisions of this appendix shall prevail.

##### **1.2 Scope**

This clause shall apply to all work associated with the construction of the North West Shelf Gas Project on the Burrup Peninsula.

##### **1.3 Site disability allowance**

To compensate for conditions which exist and far exceed those conditions which are provided for within the award, including excessive dust, heat and extremes of terrain, an employee shall be entitled to a payment of \$1.53 per hour for each hour worked.

##### **1.4 Special rates**

Employees shall be paid an allowance at the rate of \$3.22 per hour for each hour worked to compensate for disabilities associated with the following classes of work and in lieu of the relevant amounts in clause 25 of this award, whether or not such work is performed in any one hour:

- dirty or offensive work;
- work in wet places;
- work in any confined space;
- handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature, or working in the immediate vicinity so as to be affected by the use thereof;
- work in a place where fumes of sulphur or other acid or other offensive fumes are present.

When working outside the categories here listed the employee shall receive the appropriate additional rate prescribed in clause 23 of this award.

## **1.5 Safety footwear**

Each employee when commencing on site shall be reimbursed the cost of or supplied with one pair of safety boots, and thereafter each employee shall be entitled to a payment of 10c per hour for each hour worked to enable the employee to maintain and replace safety footwear as necessary.

## **1.6 Living away from home allowance**

**1.6.1** Married employees who qualify for the provisions 37.3 of this award and who choose to live in a caravan or other accommodation will be paid an allowance of \$275.00 per week in lieu of the allowance prescribed therein.

**1.6.2** The quantum prescribed in this subclause may be reviewed by the parties every six months subject to rent, caravan hire and caravan site charge movements in Karratha.

**1.6.3** For the purpose of this clause a married employee includes:

- a person who has a de facto spouse; and
- a person who is a sole parent with dependant children.

**1.6.4** Employees who qualify for the allowance prescribed in 1.6.1 hereof and who elect to lawfully return home in the event of a Christmas shut-down or over the Easter break or for a period of annual leave or rest and recreation leave shall be entitled to be paid the allowance prescribed in 1.6.1 hereof.

## **1.7 Travel allowance**

Employees performing work to which this clause applies and residing at Roebourne shall, in lieu of the provisions of clause 38 of this award, be paid a travel allowance of \$15.50 per day. Provided that this allowance shall not be payable where the employer provides transport in accordance with 38.6 of this award.

## **1.8 Rest and recreation leave**

Employees engaged on work to which this clause applies and who qualify for rest and recreation leave in accordance with 37.7 of this award shall be entitled to such leave after ten weeks continuous service in lieu of the four months continuous service provided therein.

## **1.9 Christmas leave and travel**

Employees who qualify for the provisions of 1.8 hereof may return to their home or to Perth or to any other place at Christmas:

**1.9.1** by availing themselves of the entitlement to leave and travelling prior to the completion of the next accrual period; or

**1.9.2** by availing themselves of leave and travelling in advance but, if by service subsequent to the taking of leave and entitlement to that leave and travelling does not accrue, any payment of ordinary pay for the period of leave and the cost of air fares shall be refunded to the employer through no fault of that employee. For the purposes of this provision the employer may deduct any amount to be refunded from any monies otherwise due to the employee under the contract of employment.

#### **1.10 Rostered days off**

**1.10.1** Notwithstanding the provisions of 27.2 of this award the employer and the employee may agree to accrue up to a maximum of five rostered days off to be taken at a mutually agreed time.

**1.10.2** If agreed cannot be reached the shop steward/union shall be involved and the project disputes procedure shall be followed.

**1.10.3** Provided that should the services of an employee terminate with any such accrued rostered days off not taken the employee shall be given payment in lieu of those days.

#### **1.11 Rest periods**

**1.11.1** Employees engaged on work to which this clause applies shall, in lieu of the provisions of 28.2.1 of this award, be entitled to one break of ten minutes each morning and one break of ten minutes each afternoon.

**1.11.2** An employer and employee may agree to any variation of the provisions of this clause to meet the circumstances of the work in hand provided that the employer shall not be required to make payment in excess of the time prescribed for rest periods in this clause.

#### **1.12 Meal interval**

Notwithstanding the provisions of 27.4 and 28.1 of this award and subject to agreement between the employer and the employee an employee may be required to work for up to 6 hours before the cessation of work for the purposes of a meal.

#### **1.13 Meal allowance**

**1.13.1** Notwithstanding the provisions of 24.9 of this award an employee shall be entitled to a meal allowance of the amount prescribed therein, however, for the purposes of this clause the qualifying period of one and one half hours overtime to be worked shall commence at the time of the completion of the daily component of the usual project 54 hour working week.

**1.13.2** In all other respects the provisions of 24.9 of this award shall apply for the purposes of this clause.

## **1.14 Cyclone procedure**

**1.14.1** Notwithstanding the provisions of this award and subject to the provisions of this clause, the following shall apply when, because of a cyclone, the employer stands down those employed under this appendix.

**1.14.2** Each employee who:

**1.14.2(a)** at the commencement of the cyclone period reports for and remains at work until otherwise directed by the employer; and

**1.14.2(b)** following the **all clear** resumes duty in accordance with the direction of the employer:

shall be paid for the normal rostered ordinary time and overtime occurring during the stand-down.

**1.14.2(c)** Notwithstanding the provisions of this subclause, an employee who prior to the stand-down due to a cyclone has commenced an overtime shift shall be paid what would have been earned on that shift but for the stand-down.

**1.14.3** An employee who, on any day during the cyclone stand-down:

**1.14.3(a)** is required for work and is requested to do so by the employer; and

**1.14.3(b)** is not willing or available to work when so requested;

is not entitled to pay for that day.

**1.14.4** An employee who is required to remain at or who is called out to work during the period of time in which the operation has been stood down because of a cyclone shall be paid for all time worked at penalty rates but not so as to exceed a maximum of double time unless the day concerned is a public holiday in which event the maximum payment, subject to other provisions of this award, shall not exceed 2½ times the single time rate.

**1.14.5** After the **all clear** has been given each employee shall be notified by the employer of:

- the time at which normal operations are to resume; and
- the time at which employees are to resume work; and

an employee who does not present for work at the time referred to herein is in respect of that day only entitled to payment for time worked.

**1.14.6** The notification to be given by the employer to the employee pursuant to 1.14.5 hereof may be per medium of written notice or by special announcement broadcast by radio and/or television provided that such an announcement is repeated at not less than hourly intervals on at least two occasions prior to the then stated time at which normal operations are to be resumed.

**1.14.7** Where, on the day following the resumption of normal operations or on any subsequent day, an employee cannot, because of damage caused to the operations by the cyclone, be usefully employed, the employer may stand the employee down without pay.

**1.15 Project disputes procedure**

**1.15.1** All parties understand the importance of the project and in the interests of continued smooth running agree that every endeavour will be made to resolve disputes by using the following procedures.

**1.15.2** The parties agree at all times to abide by the following procedure and work will continue without any industrial action while the parties seek resolution;

**1.15.2(a)** Site contractors acknowledge that as negotiations proceed during the following procedure it may be necessary to report back to or gain instruction from, the workforce. However, where such meetings are required, the unions agree to minimise disruption and shall obtain the agreement of management about timing and the venue for the meeting otherwise work shall continue as normal.

**1.15.2(b)** contractors or their representatives shall make themselves available upon the request of the shop steward so as to quickly deal with the grievance or claim being raised. However, all parties need to understand that the process of negotiation and consultation takes time.

**1.15.2(c)** The employer shall ensure that all practices applying during operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

**1.15.2(d)** Sensible time limits shall be allowed for the completion of the steps in 1.15.4 and 1.15.5 hereof. However, unless mutually agreed between the parties at the time, these steps could take up to 3 working days providing the State union official(s) to be involved is/are available in that time to participate in direct negotiation.

**1.15.3** The employee and/or the shop steward shall discuss the claim/or grievance with the employee's foreman or supervisor.

**1.15.4** If the matter is unable to be resolved the shop steward shall discuss any claim or grievance with the staff member responsible for industrial relations. If the matter remains unresolved then it shall be brought to the attention of the contractor's project manager.

**1.15.5** In the event of such negotiations not resolving the claim or grievance the shop steward shall involve the appropriate State union official who shall meet with the employer and participate in direct negotiations in an attempt to resolve the matter. The employer may seek the assistance of the CWAI, in a further attempt to resolve the matter through direct negotiation.

**1.15.6** If the matter is not resolved by negotiation in accordance with steps 1.15.4 and 1.15.5 hereof, the parties shall record the matter(s) which remain in dispute and that this procedure has been complied with.

**1.15.7** In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while steps 1.15.4 to 1.15.5 hereof are being followed.

## **2. PINJARRA AND KWINANA ALUMINA REFINERIES**

### **2.1 Scope**

This clause will apply to the Pinjarra and Kwinana Alumina Refineries.

### **2.2 Site allowance**

A site allowance of 76c per hour for each hour worked shall be paid on all work performed at the Pinjarra and Kwinana Alumina Refinery Sites.

### **2.3 Travelling allowance**

**2.3.1** In lieu of the provisions of clause 38 of this award the following travelling allowances shall be paid only to workers at the Pinjarra Alumina Refinery:

**2.3.1(a)** Employees residing in the Pinjarra township shall be paid \$11.80 per day as provided for in the award.

**2.3.1(b)** Employees other than those provided for in 2.3.1(a) hereof and who travel from a point:

- Up to 32km from the job site - \$20.80 per day
- 32km - 50km radius from the job site - \$27.80 per day
- Over 50km radius from the job site - \$33.30 per day

**2.3.2** Notwithstanding the foregoing, an employee who is not provided with transport by his employer to travel to and from the job and who is required to travel by the shortest possible route, a distance of more than 60 kilometres from his home to the job shall be paid an allowance of \$33.30 per day and such an employee who is required to travel, by the shortest possible route, a distance of more than 80 kilometres from his home to the job shall be paid an allowance of \$48.30 per day.

**2.3.3** An employee shall not be entitled to the allowance prescribed in 2.3.2 hereof unless and until the employee submits a written statement to the employer setting out the employee's place of residence and the number of kilometres the employee is required to travel from home to the job by the shortest possible route.

**2.3.4** An employee who wilfully sets out an incorrect distance in his written statement shall be deemed guilty of wilful misconduct.

### **3. WAGERUP ALUMINA REFINERY**

#### **3.1 Scope**

This clause will apply to the Wagerup Alumina Refinery.

#### **3.2 Site allowance**

A site allowance of 74 cents per hour for each hour worked shall be paid on all work performed at the Wagerup Alumina Refinery Site.

#### **3.3 Travelling allowance**

**3.3.1** In lieu of the provisions of clause 38 of this award the following travelling allowances shall be paid only to workers at the Wagerup Alumina Refinery:

**3.3.1(a)** Employees residing in the Waroona township and the Waroona township Caravan Park shall be paid as provided for in the award: \$11.80 per day.

**3.3.1(b)** Employees other than those provided for in 3.3.1(a) hereof and who travel from a point:

- Up to 32km radius from the job site - \$20.80 per day;
- 32km - 50km radius from the job site - \$27.80 per day;
- 50km - 68km radius from the job site - \$24.70 per day;
- Over 68km radius from the job site - \$34.80 per day.

**3.3.2** Notwithstanding the foregoing, an employee who is not provided with transport by the employer to travel to and from the job and who is required to travel, by the shortest possible route, a distance of more than 60 kilometres from home to the job shall be paid an allowance of \$24.70 per day and such an employee who is required to travel, by the shortest possible route, a distance of more than 80 kilometres from the employee's home to the job shall be paid an allowance of \$34.80 per day.

**3.3.3** An employee shall not be entitled to the allowance prescribed in 3.3.2 hereof unless and until the employee submits a written statement to the employer setting out the employee's place of residence and the number of kilometres the employee is required to travel from home to the job by the shortest possible route.

**3.3.4** An employee who wilfully sets out an incorrect distance in the written statement shall be deemed guilty of wilful misconduct.

### **4. NORTH WEST SHELF GAS PROJECT (WA) OPERATIONS**

#### **4.1 Application**

**4.1.1** This clause shall apply to employees employed by respondent employers who perform work within the scope of the award (as defined in 4.2 hereof) on the North West Shelf Gas Project, Burrup Peninsula in the State of Western Australia.

- 4.1.2** The provisions of the award shall apply to such work unless any such provisions are inconsistent with the provisions of this appendix, in which case the provisions of this appendix shall prevail.

## **4.2 Scope**

This clause shall apply to all work associated with the construction, maintenance, servicing or modification of plant and equipment or site work on any onshore facilities owned and operated by Woodside Offshore Petroleum Pty Ltd on the Burrup Peninsula.

## **4.3 Burrup contract allowance**

In addition to the wage rates prescribed in this award the employer shall pay his employees an all purpose additional payment of 14.16% of the employees hourly wage rate. This payment is made in consideration of all peculiarities associated with the work performed by employees covered by this appendix, except where expressly provided elsewhere in this section and includes but is not limited to payment for special rates, fares and travelling, and provision of safety footwear.

## **4.4 Woodside (Burrup Peninsula) onshore operations allowance**

- 4.4.1** An employee covered by this clause shall be paid a flat allowance of \$1.79 for each hour worked which allowance shall compensate for all fire, emergency, first aid, safety evacuation or muster drills, the lack of afternoon smoko break, travelling time on overtime or callouts and the effects of the environment.

- 4.4.2** This allowance shall not be increased other than in line with the allowance prescribed in clause 32 of the Hydrocarbons and Gas Maintenance Employees Award 1982.

## **4.5 Cyclone procedure**

- 4.5.1** Cyclone procedures have been developed detailing action to be taken before, during and after a cyclone. These procedures involve work ceasing on-site when a **red alert** is notified by the Civil Authorities as now applying in the area.

- 4.5.2** Notwithstanding the provisions of the award the employee who is stood down by his employer in accordance with 4.5.1 hereof and who:

**4.5.2(a)** at the commencement of the cyclone period reports for and remains at work until otherwise directed by the employer, and;

**4.5.2(b)** following the **all clear** resumes duty in accordance with the direction of the employer, shall be paid for the employee's normal rostered ordinary and overtime hours occurring during the stand-down.

- 4.5.3** An employee who, on any day during the cyclone stand-down:

**4.5.3(a)** is required for work and is requested to do so by his employer; and

**4.5.3(d)** is not willing or available except in the case of obvious hardship as a result of the cyclone to work when so requested;

is not entitled to payment for that day.

**4.5.4** Work will commence following declaration of the **all clear** in accordance with the **cyclone procedures for the site**.

**4.5.5 Day workers**

**4.5.5(a)** If the **all clear** is announced prior to 12.00 noon, work will commence at 1300 hours on that day.

**4.5.5(b)** If the **all clear** is announced after 12.00 noon, work will commence at the normal starting time on the following day. In this event stand-down payments in accordance with 4.5.5 hereof will continue as normal.

**4.5.6 Shift workers**

**4.5.6(a)** If the **all clear** is announced at least two hours prior to the usual commencing time of the shift, shift workers will commence work at their normal starting time, however:

**4.5.6(b)** Should the **all clear** be announced less than two hours before the usual commencing time of the shift, shift workers will commence work at the usual starting time of the next succeeding shift. In this event stand-down payments in accordance with 4.5.5 hereof will continue as normal.

**4.5.7** Where an employee is stood down due to a cyclone pursuant to this clause and performs work at the direction of the employer during the course of the cyclone in accordance with this clause the employee shall be paid the ordinary hourly rate for each hour worked, in addition to any payment the employee received under the provisions of this clause.

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