

Industrial Relations Act 1988

NATIONAL BUILDING AND CONSTRUCTION INDUSTRY AWARD 1990
(ODN C No. 20993 of 1990)
[Print J4733 [N0122]]

In the matter of a reprint of the award pursuant to section 154 of the above Act. The award as varied on various dates up to and including 19 November 1993 [V033a] [Note: V034 signed on 5 November 1993] is reprinted to read as follows:

1 - TITLE

This award shall be known as the National Building and Construction Industry Award 1990.

2 - ARRANGEMENT

[2 amended by V003 V008 V010 V011 V015 V019]

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3 - LOCALITY

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

3.1 Trades classifications

In relation to classifications contained in paragraph 9.1(a) this award shall apply in the States of New South Wales, excluding the County of Yancowinna, Queensland, South Australia, Western Australia, Tasmania and Victoria. Provided that as to the Amalgamated Society of Carpenters and Joiners of Australia, its officers and members and the employers bound by this award, this award shall not apply in the States of Queensland and Western Australia, unless any such employer who is established in the other States set out in this clause, undertakes work in Queensland and Western Australia within the scope of this award, (without having already established or without establishing in the future a branch of his business for the purpose of undertaking such work generally in that State) in which case this award shall apply to such work by such employer also in Queensland and Western Australia.

3.2 Labourers classifications

In relation to classification contained in 9.1(b), this award shall apply in the States of Victoria and New South Wales.

3.3 Operators classifications

In relation to classifications contained in 9.1(c) and (d) this award shall apply in;

- (a) New South Wales, Victoria, Tasmania and South Australia;
- (b) the State of Queensland to work other than:
 - (i) civil engineering projects which include dams, bridges, irrigation channels and roadworks; and,
 - (ii) work performed on Mt. Isa Mines leases within 32 kilometres of the Mt. Isa Post Office;
- (c) the State of Queensland in respect to drivers of lofty cranes and/or tower cranes on building construction.

4 - PERIOD OF OPERATION

This award shall come into operation on and from 13 August 1990* and shall remain in force for a period of twelve months.

* The Award came into force on this date and continues in force pursuant to section 148 of the Industrial Relations Act 1988. The several variations included herein came into operation on various dates - for particulars thereof see the list of variations appended to this Award.

5 - PREVIOUS AWARDS SUPERSEDED

5.1 In relation to the employment by respondent employers, of employees subject to the scope and provisions of this award, this award shall supersede the awards herinafter set out:

The National Building Trades Construction Award, 1975. The National Building and Construction Industry Labourers (On Site) Award, 1986. The National Building and Construction Industry (FEDFA) Award 1987.

5.2 Unless otherwise expressly stipulated by this award or specified in any subsequent variation thereof, no employee shall be reduced in status or position nor have his/her rate of remuneration reduced or any of his/her conditions of employment adversely affected merely as a consequence of the making of this award.

5.3 An employee who by reason of this provision is paid in excess of the rates prescribed in the award shall also be paid from the date it is awarded, the amount of any increase from time to time awarded for his/her classification by the Australian Industrial Relations Commission as a consequence of National Wage Cases.

6 - SCOPE

[6 varied by V015 ppc 29Aug91; V028 ppc 15Mar93]

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

Trades classifications

(a) In relation to classifications in 9.1(a):

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) of the classification contained in this minimum rates award.

Provided that this shall not apply to the following:

- (i) the making of implements of agriculture;
- (ii) the work of ship carpenters or ship joiners or of seagoing carpenters on articles;
- (iii) 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 tradesman carpenter;

6 - Scope 6.1 - contd

(iv) in Queensland:

- (1) the construction or repair of wharves, jetties, piers or bridges covered by and subject to the provisions of the Bridge Wharf and Pier Construction Award - State;
- (2) the construction or repair of bulk sugar terminals and sugar mills covered and subject to the provisions of the Building Trades Award - State.

(v) employees classified in this award who are employed by
a mixed enterprise in a maintenance and/or ancilliary capacity.

Labourers classifications

(b) In relation to classifications contained in 9.1(b):

This award applies in the States of Victoria and New South Wales (as defined), and only in respect of the employment of persons eligible to be members of the respondent unions (as defined) 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 driver, 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 thereof.

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.

Further provided that this award shall not apply to any work on the additional digesters at Carrum, Victoria.

6 - Scope 6.1 - contd

Operators classifications

(c) In relation to classifications in 9.1 (c) and (d).

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 Exemptions and modifications

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, or by the General Construction and Maintenance Civil and Mechanical Engineering (New South Wales) Award then the relevant provisions of those awards relating to hours of work, shift work, rest periods, camping allowance and accommodation on distant jobs, amenities and first aid provisions shall apply in lieu of similar provisions of this award.

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

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

(b) The Plant & C. Operators on Construction (State) Award (an award of the NSW Industrial Commission) when performed by members of the Australian Workers' Union New South Wales (an Industrial Union of Employees registered under the Industrial Arbitration Act 1940 NSW).

7 - PARTIES AND PERSONS BOUND

This award shall apply to and be binding upon:

7.1(a) The Amalgamated Society of Carpenters and Joiners of Australia, The Building Workers' Industrial Union of Australia, The Operative Painters and Decorators Union of Australia, The Operative Plasterers' and Plaster Workers' Federation of Australia, The Operative Stonemasons' Society of Australia and the officers of the foregoing organisations and their members employed by employers listed in the schedule to the award;

7.1(b) The Federated Engine Drivers' and Firemen's Association of Australasia and its officers and members employed by employers listed in the schedule to the award; and

7.2(a) The employers and organisations of employers, listed in a schedule to the award in respect of their employees or employees of their members within the classifications contained in 9.1(a) or 9.1(b) of the award whether members of the organisations mentioned in 7.1(a) or not.

7.2(b) The employers and organisations listed on a schedule to the award in respect of their employees or employees of their members within the classifications contained in 9.1(c) or (d) of the award where such employees

are members of the organisation referred to in 7.1(b).

8 - CONTRACT OF EMPLOYMENT

[8 varied by V011 ppc 19Jun91; V015 ppc 29Aug91]

8.1 Weekly hire

The following provisions shall apply to classifications contained in 9.1(c) and (d).

(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 26 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.

(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 his/her re-engagement takes place at least one month after the termination of his/her employment: Provided, further, that an employee shall be paid for any holiday or holidays which occur during any period he/she is employed on probation pursuant to this clause.

Casual labour

- (c) (i) A casual employee is one engaged and paid as such. Provided further that a casual employee is an employee competent to do the work he/she is required to do 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.

Provided further that any employee who has been engaged and paid as a casual and has had his 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.

- (ii) A casual employee for working ordinary time shall be paid 1/38th of the weekly award wage and the industry allowance prescribed herein 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.

- (iii) A casual employee shall be paid for a minimum of three hours work.

Termination of employment

given (d) (i) One week's notice of termination of employment shall be
on either side or one week's pay shall be paid or forfeited.

8 - Contract of employment 8.1(d) - contd

- (ii) Subject to the termination provisions of clause 24 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.
- (iii) The employer shall provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.
- employer (iv) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.
- be (v) (1) Termination of employment by an employer shall not be harsh, unjust or unreasonable.
- (2) For the purposes of this clause, termination of employment shall include termination with or without notice.
- (3) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- (4) Provided that any dispute or claim arising out of subparagraphs (1), (2) and (3) hereof shall be dealt with in accordance with the dispute settlement procedures contained within this award.

Stand-down

(e) Provided, that this shall not affect the right of an employer to 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.

Provided further 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.

8.2 Daily hire

The following provisions shall apply to classifications contained in 9.1(a) and (b).

8 - Contract of employment 8.2 - contd

(a) Subject to clause 39 of this award one day's notice of termination of employment shall be given on either side or one days's pay shall be paid or forfeited.

(b) Subject to the termination provisions of clause 24 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.

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

(d) The employer shall provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

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

(f) (i) Termination of employment by an employer shall not be harsh, unjust or unreasonable.

(ii) For the purposes of this clause, termination of employment shall include termination with or without notice.

(iii) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

(ii) (iv) Provided that any dispute or claim arising out of (i), and (iii) hereof shall be dealt with in accordance with the dispute settlement procedures contained within this award.

(g) For the purpose of 8.2 casual hand means an employee who is employed for a period of less than five days (exclusive of overtime). 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.

8.3 Part-time employment

Subject to the provisions of clause 28A and clauses 16D, 20, 22, 25 and 29 of this award, the following shall apply to all classifications contained in this award.

(a) 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 28A of this award.

8 - Contract of employment 8.3 - contd

(b) 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.

(c) Unless specifically provided by the clauses referred to above and subject to the provisions of subclause 28A(D) (5) and the matters agreed to in accordance with subclause 28A(D) (8), part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

9 - RATES OF PAY

[9 varied by V012 ppc 19Jul91; V015 ppc 29Aug91; V025 from 01Aug92; V028 ppc 15Mar93; V034 ppc 17Sep93]

9.1 The following amounts shall be applied where appropriate for the purposes of the calculation in clause 9.4 of the hourly rate to apply under this award.

Trade

(a)

Classifications rate	Base rate	Supplementary rate	Weekly payment
	\$	\$	\$
Carpenter diver	489.80	52.10	541.90
Carver	395.90	52.10	448.00
Special class tradesman	385.00	52.10	437.10
Letter cutter	378.60	52.10	430.70
Marker or setter out	378.60	52.10	430.70
Signwriter	374.70	52.10	426.80
Artificial stoneworker, bricklayer, bridge and wharf carpenter, carpenter and/or joiner, caster, fixer, floorlayer specialist, floorsander (Tasmania), glazier, marble and slateworker, painter, plasterer, quarryman, rooftiler, slate ridge or roof fixer, shophand, stonemason, roof fixer, tilelayer	365.20	52.10	417.30
Plasterer's terrazzo or stonemason's assistant (including assistant in factory - NSW)	335.10	52.10	387.20
Stonemason assistant (factory only - Tasmania)	320.60	52.10	372.70

9 - Rates of pay 9.1 - contd

Labourers

(b)		Base	Supplementary	Weekly
Classifications	rate	rate	payment	
		\$	\$	\$
(1)	Rigger, dogman	362.30	52.10	414.40
(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	398.80
Classifications	rate	Base	Supplementary	Weekly
		rate	payment	
		\$	\$	\$
(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	335.10	52.10	387.20
(4)	Builders' labourers other than as specified in classifications (1) to (3) hereof	306.60	52.10	358.70
(5)	Dogman/crane hand (as defined fixed cranes, Vic only)	431.00	52.10	483.10
(6)	Trainee dogman/crane hand (as defined, fixed cranes Victoria only	404.70	52.10	456.80

9 - Rates of pay 9.1 - contd

Operators (other than NSW)

(c)

Classifications rate		Base rate \$	Supplementary payment \$	Weekly payment \$
Operator grade 1:	350.30	52.10	402.40	
Mechanical plant operator group 1				
Mechanical plant operator group 2				
Winch driver				
Fork-lift driver - lifting capacity to 5000 kg				
Operator grade 2:	356.10	52.10	408.20	
Forklift Driver - lifting capacity over 5000 kg				
Mobile hydraulic platform operator				
Operator grade 3:	370.30	52.10	422.40	
Mechanical plant operator group 3				
Mechanical plant operator group 4				
Mobile crane driver up to 8 tonnes				
Mobile crane driver 8 - 15 tonnes				

Classifications rate		Base rate \$	Supplementary payment \$	Weekly payment \$
Operator grade 4:	385.30	52.10	437.40	
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				

Operator grade 5:	430.50	52.10	482.60	
Tower crane driver				

Capacity adjustment formula

Mobile cranes: For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes an amount of \$13.70 shall be added to base rate for operator

grade 4.

9 - Rates of pay 9.1 - contd

Operators NSW

(d)

Classifications	Base rate \$	Supplementary payment \$	Weekly rate \$
(i) Group A	356.00	52.10	408.10
Group B	373.80	52.10	425.90
Group C	389.70	52.10	441.80
Group D	397.10	52.10	449.20
Group E	405.80	52.10	457.90
Group F	411.20	52.10	463.30
Group G	420.40	52.10	472.50
Group H	432.80	52.10	484.90

Mobile crane capacity adjustment

- (ii) For every 5 tonnes in excess of 20 tonnes an amount of \$1.73 shall be added to the base rate for group D or above.

9.2 District allowance

Provided that the base rates prescribed in 9.1 herein shall be increased by the appropriate amount of district allowance set out below when employees are employed in the areas defined.

Queensland

- (a) (i) Northern division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of South latitude; 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.

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

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

- (ii) Mackay division - That portion of the state within the following boundaries: commencing at the junction of the sea coast with the 21st parallel of south latitude; 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.

in

(iii) Southern division - That portion of the state not included
the Northern or Mackay Divisions.

9 - Rates of pay 9.2 - contd

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.

Western district - The remainder of the southern division: \$1.00 per week.

South Australia

- (b) Whyalla and Iron Knob: \$1.00 per week.

Victoria

- (c) At Yallourn: \$1.10 per week.

Western Australia

- (d) Workers employed in the location specified shall be paid an allowance in accordance with appendix E.

New South Wales

- (e) Workers employed in the districts specified shall be paid an allowance in accordance with appendix D.

9.3 Special allowance

- (a) Employees (other than weekly hire employees in New South Wales) shall be paid a special allowance of \$7.70 to compensate for the following matters:

	\$	
Agnew	14.00	
Argyle (see subclause 23)	36.10	
Balladonia	13.60	
Barrow Island (see subclause 13)	23.50	
Boulder	5.70	
Broome	22.20	
Bullfinch	6.70	
Carnarvon	11.30	
Cockatoo Island	24.40	
Coolgardie	5.70	
Cue	14.20	
Dampier	19.20	
Denham	11.30	

Derby	23.10
Esperance	4.30
Eucla	15.60
Exmouth	19.80
Fitzroy Crossing	27.80
Goldsworthy	12.90
Halls Creek	31.60
Kalbarri	4.70

9 - Rates of pay 9.3 - contd

Kalgoolie	5.70
Kambalda	5.70
Karratha	22.70
Koolan Island	24.40
Koolyanobbing	6.70
Kununurra	36.10
Laverton	14.10
Learmonth	19.80
Leinster	14.00
Leonora	14.10
Madura	14.60
Marble Bar	34.30
Meekatharra	12.20
Mount Magnet	15.10
Mundrabilla	15.10
Newman	13.40
Norseman	11.70
Nullagine	34.20
Onslow	23.50
Pannawonica	18.00
Paraburdoo	17.80
Port Hedland	19.00
Ravensthorpe	7.50
Roebourne	26.00
Standstone	14.00
Shark Bay	11.30
Shay Gap	12.90
Southern Cross	6.70
Telfer	31.90
Teutonic Bore	14.00
Tom Price	17.80
Whim Creek	22.50
Wickham	22.00
Wiluna	14.30
Wittenoom	30.40
Wyndham	34.20

(b) Weekly hire employees in New South Wales shall be paid a special allowance of \$7.25 to compensate for the matters contained herein.

9.4(a) Hourly rate calculation - follow the job loading (daily hire employees)

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.

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 9.1 and 9.2 herein, clause 10 and clause 11 by 52/50.4 rounded to the nearest cent, adding to that subtotal the amount prescribed in 9.3 herein and dividing the total by 38 provided that in the case

of a carpenter-diver, the divisor shall be 31.

9.4(b) Hourly rate calculation - weekly hire employees

The hourly rate shall be calculated by adding the amounts prescribed in 9.1(c) and (d), 9.2, 9.3, 9.10 and clause 10 hereof and dividing the total by 38.

9 - Rates of pay - contd

9.5 Conditions for carpenter-divers

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

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

If called upon to work as a carpenter-diver in the period before the daily meal break and after the daily meal break on the same day he/she 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 not paid as a carpenter-diver he/she shall be entitled to receive the rates for a bridge and wharf carpenter.

Provided further, that a diver returned to work at depths of 12m or over shall be paid a minimum of one day's pay at the divers rate, including accrued time.

9.6 Leading hands

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 his/her own rate, whichever is the highest in accordance with the number of persons in his charge.

	Weekly base \$	Per hour \$
(a) In charge of not more than 1 person	10.00	0.27
(b) In charge of 2 and not more than 5 persons	22.30	0.61
(c) In charge of 6 and not more than 10 persons	28.30	0.77
(d) In charge of more than 10 persons	37.70	1.02

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 52/50.4 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 9.1 of the award shall apply, the necessary changes being made, to payments under this subclause.

9.7 Foreman, (NSW and Tasmania)

(a) Foreman(Tasmania): In addition to the rates prescribed in this clause, a foreman in Tasmania in charge of a complete project shall be paid an amount agreed upon by negotiation between the employer and the employee.

Provided that such agreement shall provide no lesser amount than that prescribed by the State Determination of \$13.63 per day.

9 - Rates of pay 9.7 - contd

(b) Bridge and Wharf Carpenter (NSW only). An employee engaged or employed as a foreman or subforeman upon civil engineering construction projects in the supervision of maintenance, demolition or removal or such work shall be paid the following:

	Per week of 38 hours \$
General or supervising foreman	589.40
Sub-foreman	550.40

9.8 Piecework

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

(a) Payment for such work shall be made in accordance with the additional percentage prescribed by the appropriate State award or determination applying immediately prior to the introduction of The National Building Trades Construction Award, 1975, provided that in respect of tilelayers in Victoria, the rates set out in Appendix R shall apply.

(b) Employees engaged on piecework shall be entitled to all of the conditions of employment prescribed in this award for employees on hourly rates.

(c) Piecework and piecework rates and conditions shall apply as prescribed in Appendices A and R to this award and not otherwise except by way of a registered agreement between the employer or his/her organisation and the union.

9.9 Differential for repaint work

The hourly rate for painters on repaint work shall be calculated at 5 cents per hour less than the hourly rate prescribed in 9.4 for painters on other than repaint work.

9.10 In charge of plant allowance

"In charge of plant" - An employee engaged in a classification contained in 9.1(c) and (d) who is in charge of plant, which shall mean:

(i) 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

(ii) 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

the

(iii) when he/she is the only person of his class employed on

plant the employee who does the general repair work of the plant in addition to the work of operating, but not when he/she merely assists a fitter or engineer to do such work;
or

9 - Rates of pay 9.10 - contd

(iv) 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 he/she merely assists a fitter or engineer to do such work;

shall be paid an additional amount of \$20.40 per week.

9.11 Adult trainees (Victoria)

An employee in Victoria employed as an adult trainee and enrolled in an approved 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 subclause 9.4, rounded to the nearest 10 cents.

Adult trainee	%
First year	94
Second year	96
Third year	98

9A - NO EXTRA CLAIMS

[9A substituted by V012 ppc 19Jul91]

It is a term of this award (arising from the decision of the Australian Industrial Relations Commission in the National Wage Case of 16 April 1991, the terms of which are set out in Print J7400) that the unions will not pursue, prior to 1 November 1991, any extra claims, award or overaward, except where consistent with the principles determined by that decision.

9B - STRUCTURAL EFFICIENCY EXERCISE

[9B inserted by V003 ppc 10Dec90]

(a) (i) 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.

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

(b) The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the building and construction industry and to enhance the career opportunities and job security of employees in the industry.

(c) The parties have established working parties for the testing and/or trialling of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives of subclause (b) herein. The parties shall process any such matters through that working party.

9B - Structural efficiency exercise - contd

(d) Measures raised for consideration consistent with subclause (c) herein shall be related to implementation of a new classification structure, any facilitative provisions contained in this Award and matters concerning training.

(e) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be notified to the relevant working party and by agreement of the parties involved shall be implemented subject to the following requirements:

- reflecting
- (i) the changes sought shall not affect provisions national standards;
 - (ii) the working party will consider the implications of the proposed measures for existing on-site arrangements;
 - (iii) the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;
 - (iv) no employee shall lose income as a result of the change;
 - (v) the relevant union or unions must be a party to the agreement.
 - (vi) any agreement shall be subject, where appropriate, to approval by the Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this Award to the extent of any inconsistency.

(f) Award restructuring shall be given its wider meaning, and Award restructure should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an on-going basis.

(g) The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (i) develop a more highly skilled workforce;
- (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (iii) removing barriers to the utilization of skills acquired.

(h) Any disputes arising in relation to the implementation of this clause shall be subject to the provisions of the Settlement of Disputes Clause.

9C - AWARD MODERNISATION

[9C inserted by V003 ppc 10Dec90]

(a) The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

(b) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause.

(i) Acceptance in principle that the new Award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.

(ii) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.

(iii) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputations.

(c) The parties agree that the working party will continue to meet the aim of modernising the Award.

10 - INDUSTRY ALLOWANCE AND UNDERGROUND ALLOWANCE

[10 varied by V012 ppc 19Jul91]

Industry allowance

(1) In addition to the rates prescribed in 9.1 an employee shall be paid an allowance at the rate of \$15.60 per week to compensate for the following disabilities associated with construction work (as defined).

(a) Climatic conditions when working in the open on all types of work.

(b) The physical disadvantage of having to climb stairs or ladders.

(c) The disability of dust blowing in the wind, brick dust and

drippings from newly poured concrete.

initial

- (d) Sloppy and muddy conditions associated with the stages of the erection of a building.

10 - Industry allowance and underground allowance (1) - contd

(e) The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold, or a bosuns chair.

(f) The lack of the usual amenities associated with factory work, (e.g. meal rooms, change rooms, lockers).

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.

Underground allowance

(2) An employee other than those contained in 9.1(c) and (d) required to work underground shall be paid an allowance of \$7.70 per week for all purposes of the award in addition to the allowance prescribed in 10.1 of this clause.

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 \$1.54 per day or shift in lieu of the underground allowance prescribed elsewhere in this clause, and in addition to the allowance prescribed in 10.1 of this clause.

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.

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

11 - TOOL ALLOWANCE

[11 varied by V003 V014 V026; V031 ppc 24Aug93]

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

Classification	Tool allowance \$
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)	17.00
Caster, fixer, floor layer specialist, plasterer	14.10
Bricklayer, tilelayer (in NSW)	12.20

Roof tiler, slate-ridger or roof fixer

8.90

Signwriter, painter, glazier (except Victoria)

4.20

11 - Tool allowance - contd

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.

12 - SPECIAL RATES

[12 varied by V012 ppc 19Jul91; V015 ppc 29Aug91; V023 ppc 13Mar92; V027 ppc 26Oct92; corrected by V027a ppc 26Oct92; V028 ppc 15Mar93; V032 ppc 01Oct93]

(1) In addition to the rates otherwise prescribed in this award, the following extra rates shall be paid to employees (as defined) in this award.

Insulation

(a) 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, 44 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.

Hot work

(b) An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celcius - 36 cents per hour or part thereof, exceeding 54 degrees Celcius - 44 cents per hour or part thereof.

Where such work continues for more than two hours, the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

Cold work

(c) An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celcius shall be paid 36 cents per hour. Where such work continues for more than two hours, the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rates provided by this subclause.

Confined space

(d) An employee required to work in a confined space shall be paid 44 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.)

12 - Special rates (1) - contd

Swing scaffold

(e) 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.

hour	Height of bracing	First four hours	Each additional
		\$	\$
	0 - 15 storeys	2.58	0.53
	16 - 30 storeys	3.31	0.69
	31 - 45 storeys	3.91	0.80
	46 - 60 storeys	6.42	1.33
1.69	greater than 60 storeys	8.18	

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.

(i) Payments contained in this subclause are in recognition of the disabilities associated with the use of swing scaffolds.

(ii) For the purposes of paragraph (i) 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 13.2 of this award.

Explosive powered tools

(f) An operator of explosive powered tools, as defined in this award, who is required to use an explosive powered tool, shall be paid 84 cents for each day on which he/she uses such a tool.

Wet work

(g) 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 36 cents per hour whilst so engaged.

Dirty work

(h) An employee engaged on unusually dirty work shall be paid 36 cents per hour.

12 - Special rates (1) - contd

Towers allowance

(i) An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres, 36 cents per hour with 36 cents per hour additional for work above each further 15 metres.

Toxic substances

- (j) (i) An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- (ii) Employees using such materials will be provided with and shall use all safeguards as required by clause 31 and the appropriate government authority or in the absence of such requirement such safeguards as are defined by a competent authority chosen by the union and the employer.
- (iii) Employees using toxic substances or materials of a like nature shall be paid 44 cents per hour extra. Employees working in close proximity to employees so engaged shall be paid 36 cents per hour extra.
- (iv) 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.

Fumes

(k) An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between the union and the employer; provided that, in default of agreement, the matter may be referred to a Board of Reference 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.

Asbestos

(l) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority.

Provided that where such safeguards include the mandatory wearing of protective equipment, (i.e., combination overalls and breathing equipment or

similar apparatus) such employees shall be paid 44 cents per hour extra whilst so engaged.

12 - Special rates (1) - contd

Furnace work

(m) An employee engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles, and similar refractory work shall be paid 95 cents per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

Acid work

(n) 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 95 cents per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

Heavy blocks

- (o) (i) 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 - 36 cents per hour.

Where the blocks weigh 9kg or over and up to 18kg - 63 cents per hour.

Where the blocks weigh over 18kg - 90 cents per hour.

in An employee shall not be required to lift a building block

excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that an employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 4 feet (1.2 m) above the working platform.

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

Stonemasonry employees

- (ii) The employer of stonemasonry employees shall provide mechanical means for the handling, lifting and placing of heavy blocks or pay in lieu thereof the rates and observe the conditions prescribed in paragraph (i) herein.

Cleaning down brickwork

(p) An employee required to clean down bricks using acids or other corrosive substances - 33 cents per hour extra. While so employed employees

will be supplied with gloves by the employer.

Bagging

(q) Employees engaged upon bagging brick or concrete structures shall be paid 33 cents per hour extra.

12 - Special rates (1) - contd

Bitumen work

(r) An employee handling hot bitumen or asphalt or dipping materials in creosote shall be paid 44 cents per hour extra.

Plaster or composition spray

(s) An employee using a plaster or composition spray shall be paid an additional 36 cents per hour whilst so engaged.

Slushing

(t) An employee engaged at "slushing" shall be paid 36 cents per hour.

Dry polishing of tiles

(u) Employees engaged on dry polishing of tiles (as defined) where machines are used shall be paid 44 cents per hour or part thereof.

Cutting tiles

(v) An employee engaged at cutting tiles by electric saw shall be paid 44 cents per hour whilst so engaged.

Second-hand timber

(w) Where, whilst working with second-hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber he shall be entitled to an allowance of \$1.39 per day on each day upon which his 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 he may prove the claim.

Roof repairs

(x) Employees engaged on repairs to roofs shall be paid 44 cents per hour; provided that in lieu of this rate roof slaters and tilers shall be paid in accordance with the following:

(i) An employee who works on a roof at a height at over 15 metres

measured at the loading point of the tiles at ground level to the eaves, shall be paid 33 cents per hour extra.

(ii) An employee who is required to work on a roof at a height over 15 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 33 cents per hour extra as provided in 12.1(x) (i) of this proviso, shall be paid the sum of 44 cents and 63 cents respectively.

12 - Special rates (1) - contd

Computing quantities

(y) 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 \$2.58 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 9.6.

Height work - painting trades

(z) 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 33 cents per hour in addition to ordinary rates. 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 12.1(i).

Height work - bridge and wharf carpenters (NSW)

- (aa) (i) Bridge and wharf carpenters working at a height of 8 metres from the ground, deck, floor or water level shall be paid 36 cents per hour extra and 10 cents per hour extra for every additional 3 metres.

the Height shall be calculated from where it is necessary for employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water.

- (ii) 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.

- (iii) This subclause shall not apply to men/women working on suitable scaffolding erected in accordance with the regulations under the NSW Scaffolding and Lifts Act, 1912, as amended, and certified by an inspector as conforming to such Act.

- (iv) These provisions shall not apply in addition to the towers allowance prescribed in 12.1.(i).

Grindstone allowance

(bb) Where a grindstone or wheel is not made available as required by 34(3)(d) of the award, an allowance of \$3.79 per week shall be paid in lieu of same to each carpenter or joiner.

Brewery cylinders - painters

(cc) 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 by him. Such fifteen minutes shall be counted as working time and shall be paid for as such.

12 - Special rates (1) - contd

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 he/she shall, in addition to the overtime rates payable, be paid one half of the ordinary rate payable as provided by clause 9 of this award.

Power tools - painters

(dd) Reserved matter.

Certificate allowance

(ee) A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the Department of Labor and Industry and is required to act on that certificate whilst engaged on work requiring a certificated person shall be paid an additional 36 cents per hour.

Provided that this allowance shall not be payable cumulative on the allowance for swing scaffolds.

Spray application - painters

(ff) An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Labor and Industry shall be paid 36 cents per hour extra.

Pneumatic tool operation

(gg) A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid \$1.92 each day on which he/she uses such a tool.

Bricklayer operating cutting machine

(hh) One bricklayer on each site to operate the cutting machine and to be paid 44 cents per hour or part thereof while so engaged.

Hydraulic hammer

(ii) An operator of a hydraulic hammer attached to an excavator shall be paid an extra, all purpose 60 cents per hour.

Greaser carrying oils

(jj) An employee required by the employer to carry any fuels, oils and/or greases in the employee's own vehicle for use in the employer's plant shall be paid \$5.95 per day in addition to any amount payable under clause 15 Fares and travelling, for each day the employee is so required by the employer to carry such materials.

Pile driving

(kk) Where a mobile crane of in excess of 15 tonnes is required to perform pile driving in/on any site or installation, or is required to be involved in the extraction process, the operator shall receive a payment of disability allowance of \$8.20 per day or part thereof.

12 - Special rates (1) - contd

Dual lift allowance

(ll) Where two or more fork-lifts or cranes are engaged on any lift the drivers thereof shall be paid an additional amount at the rate of \$1.79 for each day or part thereof so occupied.

Waste disposal - (NSW only)

(mm) Plant operators working in land fill and garbage tips shall be paid a disability allowance of 73 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.

Suspended perimeter work platform

(nn) 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 Facade System.

The allowance payable shall be 55 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.

Conditions respecting special rates

(2) (a) The special rates prescribed in this award shall be paid irrespective of the times at which work is performed and shall not be subject to any premium or penalty conditions.

This limitation does not apply to the "all purpose" special rates prescribed in 12(1)(m), (n) and (ii).

(b) Where more than one of the above rates provides payments for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

13 - MULTISTOREY ALLOWANCE

[13 varied by V012 ppc 19Jul91]

Eligibility

(1) A multistorey allowance shall be paid to all employees on site engaged in

construction or renovation of a multistorey building as defined herein, to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.

13 - Multistorey allowance (1) - contd

Provided that for the purposes of this clause renovation work is work performed on existing multistorey 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 4th floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

Definition of a multistorey building

(2) For the purposes of this award, a multistorey 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.

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).

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 15 metres in height may be covered by this subclause, or by 12(1)(i) by agreement. Where no agreement is reached, by determination of the Commission.

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.

Rates

(3) Except as provided for in 13(4) - Service cores, 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 designated in each such allowance scale.

"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 fifteenth floor level - 28 cents per hour extra;

From the sixteenth floor level to thirtieth floor level - 35 cents per hour extra;

From the thirty-first floor level to forty-fifth floor level - 53 cents

per hour extra;

From the forty-sixth floor level to the sixtieth floor level - 68 cents
per hour extra;

13 - Multistorey allowance (3) - contd

From sixty-first floor level onwards - 85 cents per hour extra.

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

Service cores

(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 12(1)(i) Towers allowance 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.)

Employees employed on a service core no higher than 15 metres above the main structure shall be paid in accordance with the multistorey allowance prescribed herein.

(b) Provided that any section of a service core exceeding 15 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.

Buildings under construction before 31 August 1979

(5) Notwithstanding the above provisions, where a multistorey building was under construction on or before 31 August 1979, the following shall apply in lieu of the provisions of 13(3).

Commencing point of allowance

(a) Except as provided for in 13(4) - Service core:

A multistorey allowance in accordance with the table set out below shall be payable to all employees engaged on construction on-site when one of the following components of the building:

Structural steel;
Reinforcing steel;
Boxing or walls;

rises above the fourth level such payment shall be increased to the appropriate amounts as shown in the table when the structural steel, reinforcing steel, boxing or walls reach such designated level.

The commencing point of measurement shall be the lowest main floor level (including basement floor levels but excluding lift wells and shafts of the building).

"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.

13 - Multistorey allowance (5) - contd

Rates

(b) From the fourth floor level to the tenth floor level - 32 cents per hour extra;

From the eleventh floor level to the fifteenth floor level - 36 cents per hour extra;

From the sixteenth floor to the twentieth floor level - 42 cents per hour extra;

From the twenty-first floor level to the twenty-fifth floor level - 53 cents per hour extra;

From the twenty-sixth floor level to the thirtieth floor level - 63 cents per hour extra;

From the thirty-first floor level to the fortieth floor level - 68 cents per hour extra;

From the forty-first floor level to the fiftieth floor level - 77 cents per hour extra;

From the fifty-first floor level to the sixtieth floor level - 89 cents per hour extra;

From the sixty-first floor level onwards - 96 cents per hour extra.

Completion point of allowance

(c) Payment of allowance shall cease when the walls are completed and the employees are working under cover and the lifts or passenger/material hoists are available to employees.

Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding shall not prevent the walls of a building being defined as completed.

14 - MIXED FUNCTIONS

14.1 Daily hire employees

An employee engaged for more than two hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If for two hours or less during one day, he/she shall be paid the higher rate for the time so worked.

14.2 Weekly hire employees

Where the employment or work involves functions of a mixed character, the

minimum wages to be paid to the employee for the day or part of a day she/he is so employed shall be calculated as if she/he performed such only of the said functions as involves the highest rate of wages under this award. If so employed for any part of a day she/he shall be paid at the highest rate for the whole of the day.

15 - COMPENSATION FOR TRAVEL PATTERNS, MOBILITY REQUIREMENTS
OF EMPLOYEES AND THE NATURE OF EMPLOYMENT IN THE
CONSTRUCTION WORK COVERED BY THIS AWARD

[15 varied by V002 ppc 20Sep90; V003 V014 V014a V015 ppc 29Aug91; V026; V031
ppc 24Aug93]

Metropolitan radial areas

(1) The following fares allowance shall be paid to employees employed under the terms and conditions of this award in Queensland, Victoria, South Australia, Western Australia and Tasmania for travel patterns and costs peculiar to the industry which include mobility requirements on employees and the nature of employment on construction work.

Victoria, Queensland and Western Australia

(a) When employed on work located within a radius of 50 kilometres from the GPO Melbourne, the GPO Brisbane, the GPO Perth, or the principal post office of Bendigo, Ballarat or Geelong - \$10.70 per day.

South Australia

(b) When employed on work located within a radius of 30 kilometres from the GPO Adelaide - \$10.10 per day.

Tasmania

(c) When employed on work located within a radius of 30 kilometres from the GPO Hobart or the principal post office Launceston - \$10.20 per day.

Other radial areas

(2) The respective allowances defined in 15(1)(a), (b) and (c) shall be paid for work performed by employees employed on a distant job as defined in clause 24 hereof, when the work is carried out away from the place where, with the employers approval, the employee is accommodated for the distant job, in accordance with the following radii:

(i) Victoria, Queensland and Western Australia - 50 kilometres from the place of accommodation.

(ii) South Australia and Tasmania - 30 kilometres from the place of accommodation.

Country radial areas

(3) An employer whose business or branch or section thereof is established in any place, (other than on a construction site) outside the areas mentioned in 15(1)(a), (b) and (c) above for the purpose of engaging in construction work therefrom shall in respect to employees engaged for work for that establishment, pay the allowances therein mentioned for work located within a radius of - in the case of Victoria, Queensland and Western Australia

50 kilometres and in the case of South Australia and Tasmania 30 kilometres from the post office nearest the establishment.

15 - Compensation for travel patterns, etc (3) - contd

Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated address shall be the establishment that shall be taken into account, and employees shall be entitled to the provisions of 15(4) when travelling to a job outside the radial area of the establishment nearest his residence.

Travelling outside radial areas

(4) Where an employee travels daily from inside any radial area mentioned in 15(1), 15(2), or 15(3) to a job outside that area, he shall be paid:

(a) The allowance prescribed in 15(1), 15(2) or 15(3).

(b) In respect of travel from the designated radius to the job and return to that radius:

- (i) the time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "on site" rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;
- (ii) any expenses necessarily and reasonably incurred in such travel, which shall be 32 cents per kilometre where the employee uses his own vehicle.

Residing outside radial areas

An employee on such a job whose residence is outside the radial areas prescribed herein shall be entitled to the provisions of (a) above, but not (b) above.

Further provided that particular projects under construction before 31 August 1979 shall have the fares and travelling arrangements operating at that time continue through to completion of the project, and that the concept of uniform fares and travelling allowances applicable on large projects at the Westernport Industrial area of Victoria shall continue.

Travelling between radial areas

(5) The provisions of 15(4) shall apply to an employee who is required by the employer to travel daily from one of those areas mentioned in 15(1) and 15(3) hereof to an area, or another area, mentioned in 15(1) or 15(3).

Provision of transport

(6) (a) Subject to paragraphs (b) and (c) hereof the allowance prescribed in this clause except the additional payment prescribed in 15(4) and 15(5) 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 his place of work and return. Provided that any transport supplied is equipped with suitable

seating accommodation and is covered when necessary so as to be weatherproof.

15 - Compensation for travel patterns, etc (6) - contd

(b) The relevant fares allowance prescribed in this clause shall be payable in respect of any day on which the employer provides a vehicle free of charge to the employee and pursuant to his/her contract of employment the employee is required by his/her employer to drive such vehicle from the employee's home to his/her place of work and return.

(c) Time spent by an employee travelling from the employee's home to his/her place of work and return outside ordinary hours shall not be regarded as time worked for any purpose of this award and no travelling time payment shall be made in respect thereof except to the extent provided in and in accordance with 9.3, 15(4), 15(5), 18(2), and 24(4) of this award. Provided that paragraphs (b) and (c) of this subclause shall have no application in the case of an employee directed by his/her employer to pick up and/or return other employees to their homes.

Work in fabricating yard

(7) 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.

Requirements to transfer

(8) 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.

Transfer during working hours

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

Provided that where an employer requests an employee to use his/her own car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 58 cents per kilometre.

Daily entitlement

(10) The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employers requirements works or reports for work or allocation of work and for the paid day off as prescribed in clauses 16A, 16B and 16C or 21(4).

New South Wales

(11) The following fares allowance and travelling allowance and conditions shall apply to employees employed under the terms and conditions of this award in New South Wales for travel patterns and costs peculiar to the industry which

include mobility requirements on employees and the nature of employment on construction work.

(a) When employed on work located within the County of Cumberland, Northumberland or Camden \$10.70 per day.

15 - Compensation for travel patterns, etc (11) - contd

(b) When employed on a distant job as defined in 24 hereof, the foregoing allowance shall be paid for work performed within a radius of 50 kilometres from the place where, with the employer's approval, the employee is accommodated for the distant job.

(c) An employer whose business or branch (other than a construction site) is established in the cities of Penrith, Newcastle, or Campbelltown for the purpose of engaging in construction work therefrom, shall pay \$10.70 per day to employees engaged on work located within a radius of 50 kilometres from the principal post office in such city.

(d) An employer whose business or branch or section thereof is established in any place (other than a construction site) outside the areas mentioned in 15(11) (a), (b), and (c) hereof for the purpose of engaging in construction work therefrom, shall in respect of employees engaged for work for that establishment pay the allowance in 15(11) (a) for work located within a radius of 50 kilometres from the post office nearest to that establishment.

Where the employer has an establishment in more than one such place, the establishment nearest the employee's residence shall be the establishment that shall be taken into account.

- (e) (i) Subject to subparagraphs (ii) and (iii) hereof the above-stated allowance shall not be payable if the employer provides or offers to provide transport from the employee's home to the job and return, free of charge to the employee.

The employees home for this purpose shall include a place where an employee camps or where he is temporarily living.

- (ii) The above stated allowance shall be payable in respect of any

day on which the employer provides a vehicle free of charge to the employee and pursuant to his contract of employment the employee is required by his employer to drive such vehicle from the employee's home to the job and return.

- (iii) Time spent by an employee travelling from the employee's home

to the job and return outside ordinary working hours shall not be regarded as time worked for any purpose of this award and no travelling time payment shall be made in accordance with 9.3, 15(11) (i), (j), (k), and (l), 18(2) and 24(4) of this award. Provided that placitums (ii) and (iii) of this paragraph shall have no application in the case of an employee directed by his employer to pick up and/or return other employees to their homes.

(f) 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 convenience.

(g) 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.

15 - Compensation for travel patterns, etc (11) - contd

(h) An employee transferred from one site to another during ordinary 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 convenient public transport between such sites.

Provided that where an employer requests an employee to use his own car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 58 cents per kilometre.

(i) Where an employee travels daily to a job located outside the Counties of Cumberland, Northumberland or Camden, or any of the 50 kilometre radial areas mentioned in 15(11)(b), (c) or (d) hereof, he shall be paid:

(a) the allowance prescribed in 15(11)(a), (b), (c) or (d).

(b) In respect of travel from the designated county boundary or radius to the job and return to that boundary or radius:

(i) The time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "on site" rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;

(ii) any expenses necessarily and reasonably incurred in such travel, which shall be 32 cents per kilometre where the employee uses his/her own vehicle.

Residing outside radial areas

An employee on such a job whose residence is outside the radial areas or counties prescribed herein shall be entitled to the provisions of (a) above but not (b) above.

Further provided that particular projects under construction at 31 August 1979 shall have the fares and travelling arrangements operating at that time continue through to completion of the project.

(j) (i) The provisions of paragraph 15(11)(i)(a) hereof shall apply to an employee who elects to travel daily from one of the areas mentioned in paragraphs 15(11)(a) and (c) hereof to another area, mentioned in paragraphs 15(11)(a) and (b) hereof.

(ii) The provisions of paragraphs 15(11)(i)(a) and (b) hereof shall apply to an employee who is required by the employer to travel daily from one of the areas mentioned in paragraphs 15(11)(a) and (c) hereof to another area, mentioned in

paragraphs 15(11)(a) and (b) hereof.

shall (iii) For the purpose of paragraph (ii) hereof, an employee not be deemed to have been required by this employer to so travel unless the employer directs that the employee so travel as a specific condition of his employment.

15 - Compensation for travel patterns, etc (11) - contd

(k) (i) 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.

(ii) The provisions of this section shall not apply to an employee when required to work at his/her regular place of employment at a carpentry or joinery shop or painting shop or signwriting shop. Provided however that such employee when required to commence work away from his/her regular place of employment shall be entitled to th provisions of this clause.

(l) When in any centre outside the Counties of Cumberland, Northumberland or Camden an employee is required to regularly commence work at a regular place such as a carpentry or joinery shop, the allowance provided in 15(11) (a) hereof shall not be payable.

Provided however that such employee is transported to another location by the employer and travel is undertaken before or after the usual working hours then such travel shall be paid for at ordinary rates.

(m) The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work and for the paid day off as prescribed in 16A or 21(4).

Continuation of practice

(12) The provisions of 15(1), 15(2), 15(3) and 15(11) 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.

Apprentices

(13) An apprentice's (including South Australia, unapprenticed juniors as prescribed in clause 46, Part 1) entitlement to allowance prescribed under 15(1), 15(2), 15(3) or 15(11) (a), (b), (c), or (d) herein shall be in accordance with the following scale:

On the first year rate - 75 per cent of amount prescribed.

On second year rate - 85 per cent of amount prescribed.

On third year rate - 90 per cent of amount prescribed.

On fourth year rate - 95 per cent of amount prescribed.

The foregoing shall be calculated to the nearest 5 cents, 2 cents and less to be disregarded.

Weekly hire employees in NSW

(14) Notwithstanding the above, the following provisions shall apply to weekly hire employees in NSW:

15 - Compensation for travel patterns, etc (14) - contd

New South Wales

- (a) (i) An allowance of \$10.70 per day shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work, provided that:

The above stated allowance shall not be payable 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 in which case an allowance of \$4.10 shall be paid. Provided further that the provisions of this subclause shall not apply to any employee when required to report to a fixed establishment or a fixed place of reporting such not being a construction site.

General provisions - New South Wales

- (b) (i) (1) Time taken by the vehicles provided by the employer shall not be more than reasonable allowing for the speed of the vehicle and the conditions of the road. In all cases where vehicles are provided by the employer they shall not be required to travel a further distance than is required by him.

Explosives shall not be carried on vehicles which are used for the conveyance of employees.

- (2) Where employees are required to travel to and from work in the employer's vehicle the employer shall provide the vehicle with suitable seating accommodation together with a cover to protect the employees from the weather.
- (3) 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 he may be liable to pay under (a) hereof.
- (4) Where an employee is not notified by his employer the day before of a transfer the employer shall be required if requested by the employee to return him to the point from which he was transferred by time of cessation of work.

Provided that this provision shall only apply on the first day of transfer.

15 - Compensation for travel patterns, etc (14) - contd

- (ii) (1) 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 provide, maintain and drive his own vehicle, or where public transport is not available to enable him to get to and from such place of work shall be paid an allowance of 58 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 \$11.20 per day, inclusive of the allowance under (a) (i) hereof.
- (2) Where an employee during working hours is directed by the employer to use his private vehicle for the purpose of the employer's business he shall be paid an allowance of 58 cents per kilometre. This allowance is payable in addition to any payment made under paragraph (14) (a) (i) or (1) hereof.
- (3) Where an employee is directed by the employer during working hours to use his private vehicle for the purpose of road escort duty he shall be paid an allowance of 58 cents per kilometre. This allowance is payable in addition to any payment made under (14) (a) (i) or (1) hereof.
- (4) Where an employee is required to use his private vehicle to transfer from one place to another during working hours and this requires him to travel a greater distance from his depot he shall be paid an allowance of 58 cents per kilometre but only for that distance travelled to and from his place of work from which he was transferred.
- (5) 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.
- (6) 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.

16A - HOURS OF WORK (DAILY HIRE EMPLOYEES)

[16A varied by V015 ppc 29Aug91]

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.,

in accordance with the following procedure:

16A - Hours of work (daily hire employees) - contd

Hours of work and the rostered days off

(1) Commencing on 4 August 1987, the ordinary working hours shall be worked in a twenty day 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 16A(1)(a) to 16A(1)(d) below. Provided that payment on such a rostered day off shall include accrued entitlement to the allowances prescribed in 15(1), 15(2), 15(3), 15(11)(a), (b), (c) and (d) of this award.

(a) A rostered day off shall be taken as follows:

it (i) On the fourth Monday in each four-week cycle, except where falls on a public holiday, in which case the next working day shall be taken in lieu, unless it is agreed in writing between the employer and the employee (or the Employer Associations and State Labor Council) that another alternate day in the current or next four week cycle is to be the RDO, or is to coincide with a public holiday.

his/her (ii) Where by agreement in writing between an employer and employee(s) an alternative day is substituted for the fourth Monday, all provisions of the relevant award shall apply as if such day was the prescribed fourth Monday.

State (iii) Provided that before October each year the parties at 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.

(b) Provided that where such agreement is reached, the following procedures shall apply:

reaches (i) The employer shall, within 24 hours from when he/she agreement with his/her employee(s) notify by letter or telegram, the unions registered to represent all the occupations he/she has working on the site (and who have reached agreement with him/her) of the decision to vary the rostered day off.

of (ii) The employer shall also inform any registered organisation employers to which he/she belongs (and which is respondent to this award) of this agreement.

(iii) 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.

16A - Hours of work (daily hire employees) (1) - contd

(iv) Such an agreement shall be put into effect after 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 Disputes Conciliation Committee, in which event the agreement will not be implemented until a decision is made by such a Committee or a further period of five ordinary working days has passed, whichever is the shorter.

(c) Any arrangement made regarding the substituted day, shall be made at least seven days prior to the day of the rostered day off.

(d) Provided further that thirteen rostered days are taken off by an employee for every twelve months continuous service.

(e) Each day of paid leave taken and any holiday as prescribed in clause 20 - Public holidays and holiday work, occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

(f) An employee who has not worked, or is not regarded by reason of 16A(1)(e) 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.

(g) Except where agreement has been reached in accordance with 16A(1)(a) and 16A(1)(b) above, the following procedure shall apply to work on RDOs.

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 19 - Weekend work.

Meal break

(h) 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.

Early starts

(i) Provided that by agreement between the employer, his/her employees and the appropriate union, the working day being 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.

16A - Hours of work (daily hire employees) (1) - contd

Variation of meal breaks

(j) Provided further that where, because of the area of location of a project, the majority of on-site employees on the said 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:

(a) The employer shall, within 24 hours from when he/she reaches

agreement with his/her employees, notify by letter or telegram the union registered to represent all the occupations he/she has working on the site (and who have reached agreement with him/her) of the site decision to vary the meal break.

(b) The employer shall also inform any registered organisation of employers to which he/she belongs (and which is a respondent to this award) of this agreement.

(c) 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.

(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 (constituted by clause 46 of this award), in which event the agreement will not be implemented until a decision is made by such a Board or a further period of five ordinary working days has passed, whichever is the shorter.

16B - HOURS OF WORK - WEEKLY HIRE (DAY WORKERS)

[16B varied by V015 ppc 29Aug91]

(a) The ordinary hours of day workers shall be an average of 38 per week to be worked eight hours per day Monday to Friday, inclusive, between the hours 7.00 a.m. and 6.00 p.m.

Provided that by agreement between the employer, his employees and the appropriate union the working day may begin at 6.00 a.m. 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.

(b) A regular starting and finishing time shall be fixed which shall

not be changed except by mutual agreement.

(c) Except as provided elsewhere in this award the ordinary working hours shall be 38 per week and shall be worked in accord with the following provisions for a four week work cycle:

16B - Hours of work - weekly hire (day workers) (c) - contd

(i) The ordinary working hours shall be worked as a twenty day

four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 7.00 a.m. and 6.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked.

Provided that where the majority of employees on any particular section of work agree, and the employer or employer's representative agrees in writing, an alternative day in the four-week cycle may be substituted for the fourth Monday as the day off paid as though worked, and where such agreement is reached all provisions of this award shall apply as if such day was the prescribed fourth Monday.

Provided further that where such agreement is reached an alternative day in the four week cycle shall apply subject to the following procedure being observed:

- (1) Within 24 hours of the employer obtaining agreement with his employees, he shall notify by letter or telegram, the branch secretary of the union as to the existence of the Agreement in writing between the employer and the majority of employees for an alternative day in the four-week cycle.
 - (2) The employer shall also inform an appropriate organisation of employers, which is a party to this award.
 - (3) A period of five working days shall be allowed to pass from the day on which the employer informs the union, before the agreement is implemented.
 - (4) Such an agreement shall be put into effect after the passage of the five day period of notice unless a party notified in accordance with the above provisions, notifies the matter to the Australian Industrial Relations Commission, in which event the agreement shall not be implemented until a final decision is made by the Australian Industrial Relations Commission.
- (ii) Where such fourth Monday or agreed rostered day off prescribed by paragraph (i) falls on a public holiday as prescribed in clause 20, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- (iii) Each day of paid leave taken and any public holidays

occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

16B - Hours of work - weekly hire (day workers) (c) - contd

- (iv) An employee who has not worked, or is not regarded by reason of paragraph (iii) as having worked, a complete four-week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction of a 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.
- (v) The accrued rostered day off prescribed in paragraphs (i) and (ii) shall be taken as a paid day off provided that the 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 maintenance outside ordinary working hours 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, subject to the provision of paragraph (iv) in addition to accrued entitlements the employee shall be paid at the rates prescribed for Saturday work in clause 18 of this award.
- (d) Provided further that where extraordinary circumstances exist and where the branch secretary (or his/her nominee) of the association agrees with the employer concerned that extraordinary circumstances exist and further agrees that it is not practicable for the foregoing "four week cycle" to operate then the branch secretary (or his/her nominee) of the association may agree to an alternative method of arranging working hours so that the average ordinary hours worked in any one week do not exceed 38.
- (e) Provided further that where the majority of on-site employees of an employer are paid under the National Metal and Engineering On-site Construction Industry Award, 1989 the provisions of that award shall apply in respect to hours of day workers.
- (f) Provided further that where the majority of on-site employees of an employer are covered by 9.1(a) or (b) of this award, the provisions of clause 16A of this award shall apply to day workers on weekly hire.
- (g) Meal Break: There shall be a cessation of work and of working time, for the purposes of a meal on each day, of not less than 30 minutes to be taken between 12 noon and 1.00pm. Provided that meal breaks may be extended by mutual agreement.

16C - HOURS OF WORK - WEEKLY HIRE (SHIFT WORKERS)

[16C varied by V015 ppc 29Aug91]

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

(a) For the purposes of this clause:

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

16C - Hours of work - weekly hire (shift workers) (a) - contd

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

Early morning shift means a shift finishing after 12.30 p.m. and at or before 2.00 p.m.

Early afternoon shift means a shift finishing after 7.30 p.m. and at or before 9.00 p.m.

(b) Other than work on a Saturday, Sunday or holiday, the rate of pay for afternoon or night shift shall be time and a half and the rate for early morning and early afternoon shift shall be time and a quarter, provided that the employee is employed continuously for five shifts Monday to Friday in any week. The observance of a holiday in any week shall not be regarded as a break in continuity for the purpose of this subclause.

Provided that where the majority of employees on shift receive shift loadings different to those above then the employees engaged under this award shall receive that loading applicable to the majority of employees.

(c) An employee who is employed for less than five consecutive shifts Monday to Friday shall be paid for each day he works on any of the shifts referred to in paragraph (a) above at the rate of time and a half for the first two hours and double time thereafter provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates his services during the week, he shall be paid at the rate specified in subclause (b) hereof for the time actually worked.

(d) (i) 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 in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed in this award.

Employees on shift work shall accrue 0.4 hours for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift shall be paid for at the appropriate shift rate as prescribed by this clause and the appropriate allowance under clause 15 of this award.

Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 20 of this award shall be regarded as shifts worked for accrual purposes.

Except as provided above, employees not working a complete

four week cycle shall be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment, on termination.

16C - Hours of work - weekly hire (shift workers) (d) (i) - contd

The employer and employees shall agree in writing upon arrangements for rostered paid days off during the twenty day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract provided that such accumulation shall be limited to no more than five such accrued days and when taken, the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle.

Once such days have been rostered they shall be taken as paid

days off provided that where an employer, for emergency reasons requires an employee to work on his rostered day off, he shall be paid in addition to his accrued entitlement, the penalty rates prescribed in subclause (h) hereof.

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

(e) An employee shall be given at least 48 hours notice of a requirement to work shift work.

(f) 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 the ceasing time of the previous shift.

(g) For all work performed on a Saturday, Sunday or holiday, the provisions of clauses 19 and 20 of this award shall be applicable in lieu of the rates prescribed in this clause.

(h) Work in excess of shift hours, Monday to Friday, other than holidays, shall be paid for at double time, provided that these rates shall be based in each case on ordinary rates.

(i) Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.

(j) Nothing in this clause shall apply so as to reduce the rates of pay and/or conditions of work of any employee.

(k) Provided further that where the majority of on-site employees of an employer are paid under the National Metal and Engineering On-site Construction Industry Award, 1989 the provisions of that award shall apply in respect to shift workers.

(l) Provided further that where the majority of on-site employees of an employer are covered by 9.1(a) or (b) of this award, the provisions of clause 21 of this award shall apply to shift workers on weekly hire.

16D - HOURS OF WORK - PART-TIME EMPLOYEES

[16D inserted by V011 ppc 19Jun91]

(1) This clause shall only apply in respect of the operation of clause 28A of this award.

(2) Notwithstanding the provisions of clauses 16A, 16B, 16C and 21 of this award, an employee working on a part-time basis pursuant to the provisions of clause 28A 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 nominated industry rostered day off.

(3) Provided further, an employer and employee may agree that the part-time employee accrues time towards a rostered day off as provided by clauses 16A, 16B, 16C and 21 of this award. In such instances the part-time employee shall accrue pro rata entitlements to rostered days off in accordance with subclause 16A(f), paragraph 16(B) (a) (iv) and 16C(d) (i) of this award as appropriate.

(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 subclause 28A(D) (8) of this award.

17 - REST PERIODS AND CRIB TIME

[17 varied by V015 ppc 29Aug91]

(1) There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 a.m. and 11.00 a.m. provided that the following additional rest periods shall be allowed in Tasmania.

Tasmania - 10 minutes between 2.30 p.m. and 3.30 p.m.

(2) Provided that in lieu of the above the following shall apply:

Queensland

(a) 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.

NSW

(b) Bridge and wharf carpenters shall be entitled to a break for tea of ten minutes duration both in the morning and afternoon.

17 - Rest periods and crib time - contd

(3) When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, he/she shall be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, he/she shall be allowed to take 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 20 minutes and continuing at work for a period of two hours or more, he/she shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly. Subject to further order this payment shall be at ordinary time for employees engaged on weekly hire.

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 16A, 16B and 16C or 21(4).

(4) Where shift work comprises three continuous and consecutive shifts of eight hours each per day inclusive of time worked for accrual purposes as prescribed in 21(4) a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

(5) The provisions of 17(2), 17(3) and 17(4) hereof shall not be applicable to the case of an employee who is allowed the rest periods prescribed by 12(1)(b) and (c) of clause 12 - Special rates.

18 - OVERTIME AND SPECIAL TIME

[18 varied by V015 ppc 29Aug91]

(1) All time worked beyond the ordinary time of work inclusive of time worked for accrual purposes as prescribed in 16A, 16B and 16C or 21(4) of this award shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at double time thereafter.

(2) An employee recalled to work overtime after leaving his/her 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 he/she is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

18 - Overtime and special time - contd

(3) If an employer requires an employee to work during the time prescribed by clause 16A - Hours, of this award for cessation of work for the purpose of a meal, he/she shall allow the employee whatever time is necessary to make up the prescribed time of cessation, and 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 prescribed cessation time; provided however that the employer shall not be bound to pay in addition for the time allowed in substitution for the said cessation time, and provided also that if the cessation time is shortened at the request of the employee to the minimum of 30 minutes prescribed in clause 16A 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.

(4) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his/her attendance at technical school, as required by any statute, award or regulation applicable to him/her.

(5) When an employee, after having worked overtime and/or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the employer shall provide him/her with conveyance to his/her home or to the nearest public transport.

(6) An employee who works so much overtime:

(a) (i) Between the termination of his/her ordinary work day or shift, and the commencement of his/her ordinary work in the next day or shift that he/she has not at least ten consecutive hours off duty between these times;

(ii) or 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 his/her ordinary commencing time on his/her next ordinary day or shift, shall, subject to this subclause be released after completion of such overtime until he/she has had ten hours off duty without loss of pay for ordinary working time occurring during such absence;

(iii) an employee who has worked continuously (except for meal and
crib times allowed by this award) for 20 hours shall not be required to continue at or commence work for at least twelve hours.

(b) If on the instructions of his/her employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty

for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

18 - Overtime and special time (6) - contd

(c) 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:

- (i) for the purpose of changing shift rosters; or
- (ii) 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
- (iii) where a shift is worked by arrangement between the employees themselves.

(7) An employer may require any employee to work reasonable overtime.

(8) All work performed on any of the holidays prescribed in clause 20 - Public holidays and holiday work, or substituted in lieu thereof, shall be paid for at the rate of double time and a half.

(9) The provisions of 18(5) and 18(6) shall apply in respect of work on a holiday.

(10) 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.

19 - WEEKEND WORK

(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 12.00 noon on Saturday shall be paid for at the rate of double time.

Provided that all work performed on the Saturday following Good Friday shall be paid for at the rate of double time and a half.

(2) All time worked on Sundays shall be paid for at the rate of double time.

(3) An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least three hours work on a Saturday or four hours work on a Sunday or shall be paid for three hours on a Saturday or four hours on a Sunday at the appropriate rate.

Provided that 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.

(4) 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.

(5) An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at 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 20 minutes being without pay.

19 - Weekend work (5) - contd

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

20 - PUBLIC HOLIDAYS AND HOLIDAY WORK

[20 varied by V011 ppc 19Jun91]

(1) An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed, then such day shall be deemed to be a holiday for the purposes of this award, for holidays covered by this award:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday (except in Western Australia where Union Picnic Day will be held in lieu thereof), Eight Hour Day or Labour Day, Christmas Day, Boxing Day (except in South Australia where Commemoration Day - (28th December) shall be observed as a holiday throughout the State, except at Whyalla instead of Boxing Day), or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

Provided that 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 appropriate union.

(2) In addition to the holidays prescribed in 20(1) of this clause one or more additional public holidays shall apply to an employee in each State where this award operates in the manner set out below. Provided that 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 appropriate union:

(a) In Victoria:

(i) 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 the union be substituted for Melbourne Cup Day and 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.

(b) In South Australia - the third Monday in May.

(c) In Tasmania:

(i.e.

- (i) Show Day. In addition Regatta Day in Southern Tasmania Oatlands and all towns south of Oatlands) and Recreation Day in Northern Tasmania (i.e. in all towns north of Oatlands).

20 - Public holidays and holiday work (2) - contd

Provided that where, in any locality, a show day falls on a Saturday or Sunday, an employee whose premises are in that locality, shall grant his/her employees another day as a paid holiday in lieu thereof. Such entitlement shall be taken on a day determined by the employer after conferring with the employees concerned provided that any disagreement shall be resolved in accordance with clause 47.

(d) In Queensland - Show Day.

(e) In New South Wales and Victoria - Picnic Day, provided that:

(i) The first Monday in December of each year shall be the union picnic day, except in Mildura. The second Monday in December shall be the union picnic day within the area of 25 kilometres from Mildura.

(ii) All employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.

Any employee required to work on this day shall be paid at the rate of double time and a half; provided that an employee who attends for work as required on this day shall be paid for not less than four hours work.

(iii) An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.

(iv) Where an employer holds a regular picnic for his/her 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 here fixed.

(v) In New South Wales this clause shall apply to employees working within the counties of Cumberland, Northumberland and Camden and in such other areas where a picnic organised by the union is held.

(f) In Western Australia - Foundation Day.

(3) For the purpose of this award "Show Day" shall mean the local Show Day in cities, towns or districts of the State, when that day, in the locality of the employer's premises, occurs on an employee's ordinary working day.

(4) By agreement between any employer and the unions, other days may be

substituted for the said days or any of them as to such employer's undertaking.

20 - Public holidays and holiday work - contd

(5) Where in a State or Territory or locality within a State or Territory an additional public holiday, excluding Show Day is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than by those covered by federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such days shall be deemed to be a holiday for the purposes of this award, for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

This exclusion shall not apply to Newcastle (NSW) Show Day, or to other Show Days specifically referred to elsewhere in this clause. Provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.

(6) Provided that:

(a) 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 20(1) and 20(2) or each holiday in a group as prescribed in 20(6)(b) which falls within 10 consecutive calendar days after the day of termination.

(b) Where any two or more of the holidays prescribed in this award occur within a 7 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 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days.

Christmas day, Boxing Day and New Year's Day shall be regarded as a group.

(c) No employee shall be entitled to receive payment from more than one employer in respect of the same public holiday or group of holidays.

(d) The employee has worked as required by his/her employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his/her employer or is absent with reasonable causes.

Absence arising by termination of employment by the employee shall not be reasonable cause.

(7) Where an employee is working on a part-time basis pursuant to the provisions of clause 28A 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.

21 - SHIFT WORK - DAILY HIRE EMPLOYEES

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

21 - Shift work - daily hire employees - contd

(1) For the purposes of this clause:

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

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

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

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

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

(a) Afternoon and night shift - ordinary time plus 50%.

(b) Morning and early afternoon shifts - ordinary time plus 25%.

(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 his/her services during the week, he/she shall be paid at the rate specified in 21(2) hereof for the time actually worked.

(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 20 minutes duration shall be allowed in 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.

(5) An employee shall be given at least 48 hours notice of the requirements to work shift work.

(6) 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.

(7) 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.

(8) 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).

21 - Shift work - daily hire employees - contd

(9) The provisions of this award relating to hours (38 hour week) and leave shall apply to employees working shift work.

(10) Notwithstanding the foregoing provisions daily hire employees of contractors and sub-contractors on civil engineering undertakings shall work shift work in accordance with the provisions of the following awards as varied where they apply:

(a) The Australian Workers' Union Construction and Maintenance Consolidated Award, 1989.

(b) The General Construction and Maintenance Civil and Mechanical Engineering (State) Award.

22 - INCLEMENT WEATHER - DAILY HIRE EMPLOYEES

[22 varied by V011 ppc 19Jun91; V015 ppc 29Aug91]

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:

(1) 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.

(2) 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.

Definition - inclement weather

(3) "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 workmen exposed thereto to continue working whilst the same prevail.

Conference requirement and procedure

(4) The employer, or his/her 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.

Provided that if the employer or his/her 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.

Restrictions of payments

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

22 - Inclement weather - daily hire employees - contd

Entitlement of payment

(6) An employee shall be entitled to payment by his/her employer for ordinary time lost through inclement weather for up to 32 hours in every period of 4 weeks. For the purpose of this subclause the following conditions shall apply:

(a) The first period shall be deemed to commence on 11 December 1978, and subsequent periods shall commence at 4 weekly periods thereafter.

(b) An employee shall be credited with 32 hours at the commencement of each 4 weekly period.

(c) The number of hours at the credit of any employee at any time shall not exceed 32 hours.

(d) If an employee commences employment during a 4 weekly period he/she shall be credited 32 hours where he/she commences on any working day within the first week; 24 hours where he/she commences on any working day within the second week; 16 hours where he/she commences on any working day within the third week; and 8 hours where he/she commences on any working day within the fourth week.

(e) No employee shall be entitled to receive more than 32 hours inclement weather payment in any period of 4 weeks.

(f) 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.

(g) Payment under this clause shall be weekly.

(h) Provided further and subject to paragraph (d) hereof, a daily hire employee working on a part-time basis pursuant to clause 28A 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 X Number of hours agreed to be worked during the four week period

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Transfers

(7) 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:

(a) No employee shall be transferred to an area not affected by

inclement weather unless there is work available in his/her trade.

22 - Inclement weather - daily hire employees (7) - contd

(b) 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.

(c) Employees may be transferred from one site to another site and the employer provides, where necessary, transport.

Completion of concrete pours and emergency work

(8) (a) Except as provided in this subclause an employee shall not work or be required to work in the rain.

(b) Employees shall not be required to start a concrete pour in inclement weather.

(c) 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.

If an employee's clothes become wet as a result of working in the rain during a concrete pour he/she shall, unless he/she has a change of dry working clothes available be allowed to go home without loss of pay.

(d) The provision of 22(8)(c) herein 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.

Cessation and resumption of work

(9) (a) At the time employees cease work due to inclement weather the employer or his/her representative on site and the employees' representative shall agree and note the time of cessation of work.

(b) After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

Safety

(c) Where an employee is prevented from working at his/her particular function as a result of unsafe conditions caused by inclement weather, he/she may be transferred to other work in his/her trade 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. He/she shall be paid for such time without reduction of his/her inclement weather entitlement.

Additional wet weather procedure

Remaining on site

(10) (a) Where, because of wet weather, the employees are prevented from working:

22 - Inclement weather - daily hire employees (10) - contd

- ordinary
than
- (i) for more than an accumulated total of 4 hours of time in any one day; or
 - (ii) after the meal break, as provided in clause 16, for more than an accumulated total of 50% of the normal afternoon work time; or
 - (iii) 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.

and/or

Provided that where, by agreement between the employer his/her 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.

Provided further that wet time occurring during overtime shall not be taken into account for the purposes of this subclause.

Rain at starting time

(b) 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:

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

Provided that, for the purposes of the 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.

23 - MEAL ALLOWANCE

[23 varied by V003 V014 V015 ppc 29Aug91; V026; V031 ppc 24Aug93]

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 16A, 16B and 16C or 21(4) shall be paid by his/her employer an amount of \$7.30 to meet the cost of a meal.

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 24(3)(a) and is provided with a suitable meal.

23 - Meal allowance - contd

An employee, engaged on weekly hire, shall be entitled to be paid \$7.30 for each meal after the completion of each four hours from the commencement of overtime.

24 - LIVING AWAY FROM HOME - DISTANT WORK

[24 varied by V003 ppc 10Dec90; V014; V015 ppc 29Aug91; V026; V031 ppc 24Aug93; corrected by V031a ppc 24Aug93]

Qualification

(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 his usual place of residence that he cannot reasonably return to that place each night under the following conditions:

(a) the employee is not in receipt of relocation benefits through the Commonwealth Employment Service;

(b) the employee is maintaining a separate place of residence to which it is not reasonable to expect him/her to return each night; and

(c) the employee on being requested by the employer informs the employer, at the time of engagement, that he/she maintains a separate place of residence from the address recorded on the job application.

Subject to 24(2) an employee is regarded as bound by the statement of his/her address and no entitlement shall exist if unknowingly to the employer he/she wilfully and without duress made a false statement in relation to the above.

Employee's address

(2) (a) The employer shall require and the applicant shall provide the employer with the following information, in writing, at the time of engagement:

(i) the address of the place of residence at the time of application; and

(ii) the address of the separately maintained residence, if applicable.

Provided however, that the employer shall not exercise undue influence, for the purpose of avoiding its obligations under the award, in persuading the prospective employee to insert a false address.

(b) No subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.

(c) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof

of the employee's usual place of residence.

(d) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

24 - Living away from home - distant work (2) - contd

Any dispute arising in respect of this clause shall be referred to a Board of Reference.

Entitlement

(3) Where an employee qualifies under 24(1) above the employer shall either:

(a) provide the worker with reasonable board and lodging; or

(b) pay an allowance of \$264.40 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 \$37.80 per day. Provided that the foregoing allowances shall be increased if the employee satisfies the employer that he/she reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to a Board of Reference for determination; or

(c) in circumstances prescribed in 24(7), provide camp accommodation and messing constructed and maintained in accordance with 24(11).

"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 and with hot and cold running water, in either a single room or twin room if a single room is not available.

Travelling expenses

(4) An employee who is sent by his/her employer or selected or engaged by an employer or agent to go to a job which qualifies him/her to the provision of this clause shall not be entitled to any of the allowances prescribed by clause 15 of this award for the period occupied in travelling from his/her usual place of residence to the distant job, but in lieu thereof shall be paid:

Forward journey

(a) (i) For the time spent in so 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).

(ii) For the amount of a fare on the most common method of public

transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting his tools if such is incurred.

(iii) For any meals incurred while travelling at \$7.30 per meal.

Provided that the employer may deduct the cost of the forward journey

fare from an employee who terminates or discontinues his/her employment within two weeks of commencing on the job and who does not forthwith return to his/her place of engagement.

24 - Living away from home - distant work (4) - contd

Return journey

(b) An employee shall, for the return journey, receive the same time, fares and meal payments as provided in 24(4)(a) above, together with an amount of \$12.90 to cover the cost of transporting him/herself and his/her tools from the main public transport terminal to his/her usual place of residence. Subject to further order this allowance shall not be payable to employees engaged on weekly hire.

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

Departure point

(c) For the purposes 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.

Daily fares allowance

(5) An employee engaged on a job which qualifies him/her to 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 15 of the award.

Weekend return home

(6) (a) 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 his/her representative, no later than Tuesday of each week, of his/her intention to return to his/her usual place of residence at the weekend and who returns to his/her usual place of residence for the weekend, shall be paid an allowance of \$21.80 for each occasion.

(b) Paragraph (a) of this subclause shall not apply to an employee who is receiving the payment prescribed in 24(3) in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in subclause 24(7)(b).

(c) When an employee returns to his/her usual place of residence for a weekend or part of a weekend and does not absent him/herself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in 24(3)(b) shall be made.

Construction camps

Camp accommodation

(7) (a) Where an employee is engaged on the construction of projects which are located in areas where suitable board and lodging as defined in 24(3) is not available, or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the projects or

24 - Living away from home - distant work (7) - contd

the working shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp, such camp shall be constructed and maintained in accordance with 24(11).

Camping allowance

(b) An employee living in a construction camp where free messing is not provided shall receive a camping allowance of \$105.10 for every complete week he/she is available for work. If required to be in camp for less than a complete week he/she shall be paid \$15.10 per day including any Saturday or Sunday if he/she 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.

Camp meal charges

(c) Where a charge is made for meals in a construction camp, such charge shall be fixed by agreement between the parties.

Rest and recreation

Rail or road travel

(8) (a) An employee who proceeds to a job which qualifies him/her to the provisions of this clause, may, after two months continuous service thereon and thereafter at three monthly periods of continuous service thereon, return to his/her usual place of residence at the weekend. If he/she does so, he/she shall be paid the amount of a bus or second class return railway fare to the bus or railway station nearest his/her usual place of residence on the payday which immediately follows the date on which he/she 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.

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 as herein before mentioned, then the provisions of this subclause shall not be applicable.

Air travel

(b) (i) Notwithstanding any other provisions contained in (a) above and in lieu of such provisions, the following conditions shall apply to an employee who qualifies under 24(1) above and where such construction work is located north of twenty-sixth 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.

24 - Living away from home - distant work (8) - contd

of Thereafter the employee may return to his/her usual place of residence after each further period of four months continuous service, and in each case he/she shall be entitled to two days leave of which one day shall be paid leave.

fare Payment for leave and reimbursement for any economy air paid by the employee shall be made at the completion of the first pay period commencing after the date of return to the job.

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 as hereinbefore mentioned, then the provisions of this paragraph shall not be applicable.

Remote areas of Western Australia

- (ii) Employees on jobs north of latitude 26 degrees south or elsewhere in the State of Western Australia shall be entitled in accordance with 24(8)(b) 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 in no case shall exceed the economy air fare from the job to Perth and return; unless an employee has been sent by his/her 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.

Limitation of entitlement

(c) An employee shall be entitled to either (a) or (b) herein 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.)

Service requirements

(d) 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 the clause 25(6) - Annual leave, continuous service provisions.

Variable return home

(e) 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.

24 - Living away from home - distant work (8) - contd

Non-payment in lieu

(f) Payment of fares and leave with pay as provided for in this subclause shall not be made unless availed of by the employee.

Alternative paid day off procedure

(9) If the employer and the employee so agree in writing, the paid rostered day off as prescribed in 16A, 16B, 16C - Hours of work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in 24(8) herein, or at the end of the project, or on termination whichever comes first.

Termination

(10) 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.

Construction camp standards

(11) Construction camps, as referred to in 24(7) of this award, shall comply with the standards contained in Appendix O.

24A - CARAVAN ALLOWANCE - NSW ONLY

[24A varied by V003 ppc 10Dec90; V032 ppc 01Oct93; corrected by V032a ppc 01Oct93]

(a) This clause shall apply to a weekly hire employee who, whilst engaged on a construction site either by direction of the employer or because no reasonable transport facilities are available to enable him/her to proceed to and from his/her home each day, resides in a caravan which is owned or rented and occupied at his/her expense.

(b) An employee referred to in (a) hereof shall be paid an allowance of \$123.50 per week of seven days or \$17.64 per day for broken parts of a week and the allowance shall take account of all expenses incurred by the employee in connection with his/her occupation of the caravan. Such allowance shall not be wages for purposes of this award.

(c) An employee in receipt of the allowance prescribed by this clause shall also be entitled to an allowance prescribed by clause 15 of this award, except where the employee resides on or adjacent to the site on which he/she is employed. Provided that the employee shall not be entitled to the allowance prescribed in subclause (b) hereof of this award for any working day in which he/she is absent from duty except in the case of sickness or for any reason beyond his/her control.

(d) This clause will not apply to any employee whose employer is paying an allowance for the use of his/her caravan following custom and practice or

agreement under conditions not less than the provisions of this clause.

(e) This clause shall have the effect of rescinding and replacing all previous judicial determinations as to caravan allowance.

24A - Caravan allowance - NSW only (e) - contd

Interpretation of the above

Caravan allowance: This clause shall apply to an employee who resides in a caravan (either owned or rented) for the purpose of following his/her employment from site to site provided that:

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

be

Notation: The employee's original place of residence shall be taken to mean his/her residence immediately prior to becoming a caravan dweller.

The employee having established at the commencement of his/her employment at a particular site that he/she is not a caravan dweller, will not be eligible to the benefits of this clause whilst working at the site.

25 - ANNUAL LEAVE

[25 varied by V011 ppc 19Jun91; V015 ppc 29Aug91]

Period of leave

(1) Subject to the provisions of 25(2), 25(4) and 25(5) of this clause, 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.

Provided that where a rostered day off, as prescribed in 16A, 16B, 16C or 21(4), 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 25(7).

Provided further that the above 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 subclauses 16D(2) and 28A(D)(8) of this award

Method of taking leave

(2) (a) 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.

(b) 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 parties the matter shall be referred to a Board of Reference for decision.

25 - Annual leave (2) - contd

(c) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provision of 25(2)(a) 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.

(d) 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 the 31st day of July in each year in order to fix the commencing and finishing dates for the following Christmas New Year period of leave. Where no agreement can be reached between the representatives the matter shall be referred to the Commission for determination.

Leave allowed before due date

(3) (a) An employer may allow an employee to take his/her 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.

(b) Where an employer has allowed an employee to take his annual leave pursuant to (a) 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 $1/52$ of the amount of wages paid on account of the annual leave.

(c) Notwithstanding anything contained in this subclause an employee who has worked for 12 months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid $1/12$ of an ordinary week's wages in respect of each completed 38 hours of continuous service with his/her current employer.

Proportionate leave on termination

(4) Where an employee has given five working days or more continuous service, inclusive of any day off as prescribed by 16A(1), 16B, 16C(d) or 21(4) (excluding overtime), and he/she either leaves his/her employment or his/her employment is terminated by the employer he/she shall be paid $1/12$ of an ordinary week's wages in respect of each completed five working days of continuous service with his/her current employer for which leave has not been granted or paid for in accordance with this award.

Broken service

(5) Where an employee breaks his/her continuity of service by an absence from work for any reason other than a reason set out in 25(6) hereof, the amount of leave to which he/she would have been entitled under 25(1) hereof shall be

reduced by 1/48 for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which he/she would have been entitled under 25(4) hereof shall be reduced by 1/12 of a week's pay for each week or part thereof during which any such absence occurs.

25 - Annual leave (5) - contd

Provided, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of his/her intention so to do within fourteen days of the termination of the absence.

Calculation of continuous service

(6) For the purposes of this clause service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

- (a) illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- (b) bereavement leave;
- (c) jury service;
- (d) injury received during the course of employment and up to a maximum of 26 weeks for which he/she received workers' compensation;
- (e) where called up for military service for up to three months in any qualifying period;
- (f) long service leave;
- (g) 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 he/she was due to attend for work or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

Leave payment

Payment for period of leave

(7) (a) Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of the leave.

Annual leave loading

(b) In addition to the payment prescribed in (a) hereof an employee shall receive during a period of annual leave a loading of 17.5 per cent calculated on the rates, loadings, and allowances prescribed by clauses 9, 10, 11 and 15, and leading hand rates as prescribed by clause 9 if applicable. The loading prescribed above shall also apply to proportionate leave on lawful termination.

Service under previous award

(8) 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.

25 - Annual leave - contd

Annual close-down

(9) Notwithstanding anything contained in this award an employer giving any leave in conjunction with the Christmas - New Year holidays may, at his/her option, either:

(a) stand off without pay during the period of leave any employee who has not yet qualified under 25(1) hereof; or

(b) stand off for the period of leave any employee who has not qualified under 25(1) hereof and pay him/her (up to the period of leave then given) at a rate of 1/12 of an ordinary week's wages in respect of each 38 hours continuous service (excluding overtime).

Provided that where an employer at his/her option decides to close down his/her 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 his/her employees then qualified for such leave, he/she shall give at least two months notice to his/her employees of his/her intention so to do.

Commencement of leave - distant jobs

(10) 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 his/her headquarters, by the first reasonable means of transport his/her annual leave shall commence on the first full working day following his/her return to such place of engagement or headquarters as the case may be.

Prohibition of alternative arrangements

(11) An employer shall not make payment to an employee in lieu of his 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.

26 - SICK LEAVE

(1) An employee other than a casual employee as defined who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

(a) He/she shall within 24 hours of the commencement of such absence inform the employer of his/her inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of his/her absence.

(b) He/she shall prove to the satisfaction of his/her employer (or the

event of dispute a Board of Reference) that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

26 - Sick leave (1) - contd

(c) An employee during his/her first year of employment with an employer shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of his/her first year of employment.

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 his/her second and each subsequent year, which subject to 26(5), shall commence on the anniversary of engagement.

(2) 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 he/she 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 he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, 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. Nothing in this subclause shall limit the employer's rights under 26(1) (b) hereof.

(3) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in 26(1) (c) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of ten years but for no longer from the end of the year in which it accrues.

(4) 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.

(5) If an employee is terminated by his/her 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.

27 - ACCIDENT PAY

[27 varied by V003 ppc 10Dec90; V015 ppc 29Aug91]

(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 as prescribed hereunder:

27 - Accident pay - contd

(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.

(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 16A, 16B, 16C or 21(4), 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.

(4) An employer shall pay or cause to be paid accident pay as defined in 27(3) 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.

(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.

(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.

(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 his employees than the provisions of this clause.

28 - BEREAVEMENT LEAVE

An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, mother-in-law, father-in-law, be entitled on notice to leave 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) and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work.

Proof of such death shall be furnished by the employee to the satisfaction of his/her employer.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

28 - Bereavement leave - contd

Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave may be referred to a Board of Reference.

28A - MATERNITY LEAVE - [deleted]

[28A deleted by V010 ppc 19Jun91]

28A - PARENTAL LEAVE

[new 28A inserted by V010 ppc 19Jun91]

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.

(A) MATERNITY LEAVE

Nature of leave

- (1) Maternity leave is unpaid leave.

Definitions

- (2) For the purposes of this subclause:

- include (a) "Employee" includes a part-time employee but does not
an employee engaged upon casual or seasonal work.
- in (b) "Paternity leave" means leave of the type provided for
subclause (B) whether prescribed in an award or otherwise.
- one (c) "Child" means a child of the employee under the age of
year.
- (d) "Spouse" includes a de facto or a former spouse.
- contract (e) "Continuous service" means service under an unbroken
of employment and includes:
- (i) any period of leave taken in accordance with this
clause,

accordance

(ii) any period of part-time employment worked in
with this clause, or

(iii) any period of leave or absence authorized by the
employer or by the award.

28A - Parental leave (A) - contd

Eligibility for maternity leave

(3) An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

Certification

(4) At the time specified in paragraph (5) the employee must produce to her employer:

- stating
- (a) a certificate from a registered medical practitioner that she is pregnant and the expected date of confinement;
- period of
- (b) a statutory declaration stating particulars of any paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

Notice requirements

- (5) (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph 4(a).
- in
- (b) An employee shall give not less than four weeks notice writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph 4(b).
- to the
- (c) An employer by not less than 14 days notice in writing employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.

(d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

28A - Parental leave (A) - contd

Transfer to a safe job

(6) Where, 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 shall, 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.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (10), (11), (12) and (13) hereof.

Variation of period of maternity leave

(7) (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:

(i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee.

(b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of maternity leave

(8) (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

Special maternity leave and sick leave

- (9) (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:

28A - Parental leave (A) (9) - contd

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.

(c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.

(d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

Maternity leave and other leave entitlements

- (10) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

absences

(b) Paid sick leave or other paid authorised award
(excluding annual leave or long service leave) shall not be
available to an employee during her absence on maternity
leave.

28A - Parental leave (A) - contd

Effect of maternity leave on employment

(11) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

- (12) (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after maternity leave

- (13) (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

Replacement employees

- (14) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

28A - Parental leave (A) (14) - contd

employee (c) Before an employer engages a person to replace an temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

requiring an (d) Nothing in this subclause shall be construed as employer to engage a replacement employee.

(B) PATERNITY LEAVE

Nature of leave

(1) Paternity leave is unpaid leave.

Definitions

(2) For the purposes of this subclause:

include (a) "Employee" includes a part-time employee but does not an employee engaged upon casual or seasonal work.

in (b) "Maternity leave" means leave of the type provided for subclause (A) (and includes special maternity leave) whether prescribed in an award or otherwise.

employee's (c) "Child" means a child of the employee or the spouse under the age of one year.

(d) "Spouse" includes a de facto or a former spouse.

principal (e) "Primary care-giver" means a person who assumes the role of providing care and attention to a child.

contract (f) "Continuous service" means service under an unbroken of employment and includes:

(i) any period of leave taken in accordance with this clause,

accordance (ii) any period of part-time employment worked in with this clause, or

- (iii) any period of leave or absence authorized by the employer or by the award.

Eligibility for paternity leave

(3) A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;

28A - Parental leave (B) (3) - contd

(b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

Certification

(4) At the time specified in paragraph (5) the employee must produce to his employer:

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(b) in relation to any period to be taken under subparagraph (3) (b) hereof, a statutory declaration stating:

(i) he will take that period of paternity leave to become the primary care-giver of a child;

(ii) particulars of any period of maternity leave sought or taken by his spouse; and

(iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

Notice requirements

(5) (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.

(b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) hereof if such failure is due to:

- (i) the birth occurring earlier than the expected date; or
- (ii) the death of the mother of the child; or
- (iii) other compelling circumstances.

any

- (c) The employee shall immediately notify his employer of change in the information provided pursuant to paragraph (4) hereof.

28A - Parental leave (B) - contd

Variation of period of paternity leave

- (6) (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
- (i) the period of paternity leave provided by subparagraph (3) (b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (3) (b) The period of paternity leave taken under subparagraph hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of paternity leave

- (7) Paternity leave, applied for under subparagraph (3) (b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

Paternity leave and other leave entitlements

- (8) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

Effect of paternity leave on employment

- (9) Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

- (10) (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.

28A - Parental leave (B) (10) - contd

employee (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after paternity leave

(11) (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (3) (b) hereof.

leave or (b) An employee, upon returning to work after paternity leave, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

Replacement employees

as (12) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

employee (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

requiring an (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(C) ADOPTION LEAVE

Nature of leave

- (1) Adoption leave is unpaid leave.

Definitions

- (2) For the purposes of this subclause:

28A - Parental leave (C) (2) - contd

- include
- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- is
- (b) "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.
- is
- (c) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- principal
- (d) "Primary care-giver" means a person who assumes the role of providing care and attention to a child.
- (e) "Spouse" includes a de facto spouse.
- contract
- (f) "Continuous service" means service under an unbroken contract of employment and includes:
- (i) any period of leave taken in accordance with this clause,
- (ii) any period of part-time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by the employer or by the award.

Eligibility

(3) An employee, upon production to the employer of the documentation required by paragraph (4) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- the
- (a) an unbroken period of up to three weeks at the time of placement of the child;
- its
- (b) an unbroken period of up to 52 weeks from the time of placement in order to be the primary care-giver of the child.

This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

(i) any period of leave taken pursuant to subparagraph (a) hereof; and

taken or (ii) the aggregate of any periods of adoption leave to be taken by the employee's spouse;

28A - Parental leave (C) (3) - contd

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

Certification

(4) before taking adoption leave the employee must produce to the employer:

- (a) (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- (ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period to be taken under subparagraph (3) (b) hereof, a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

Notice requirements

- (5) (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to

adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

28A - Parental leave (C) (5) - contd

(c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subparagraph (3) (a) hereof.

(d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (3) (b) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

Variation of period of adoption leave

(6) (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:

(i) the period of leave taken under subparagraph (3) (b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and employee.

(3) (b) (b) The period of adoption leave taken under subparagraph hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of adoption leave

(7) (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue,

the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

28A - Parental leave (C) - contd

Special leave

(8) The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

Adoption leave and other entitlements

(9) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

Effect of adoption leave on employment

(10) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

(11) (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after adoption leave

(12) (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph (3) (b) hereof.

leave

(b) An employee, upon returning to work after adoption shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

28A - Parental leave (C) (12) - contd

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 shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

Replacement employees

(13) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(D) PART-TIME WORK

Definitions

(1) For the purposes of this subclause:

(a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

(b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

(c) "Spouse" includes a de facto spouse.

(d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause whichever first occurs or, if

such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

contract

(e) "Continuous service" means service under an unbroken of employment and includes:

(i) any period of leave taken in accordance with this clause;

28A - Parental leave (D) (1) - contd

- accordance
- (ii) any period of part-time employment worked in
with this clause; or
 - (iii) any period of leave or absence authorised by the
employer or by the award.

Entitlement

- (2) With the agreement of the employer:
- (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.
 - (b) A female employee may work part-time in one or more
periods
while she is pregnant where part-time employment is, because
of the pregnancy, necessary or desirable.
 - (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.
 - (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.

Return to former position

- (3) (a) An employee who has had at least 12 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 his or her former position.
- (b) Nothing in subparagraph (a) hereof shall prevent the
employer
from permitting the employee to return to his or her former
position after a second or subsequent period of part-time
employment.

Effect of part-time employment on continuous service

(4) 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.

Pro rata entitlements

(5) Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

28A - Parental leave (D) - contd

Transitional arrangements - annual leave

- (6) (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.
- (b) (i) 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 this 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.
- (ii) 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.

Transitional arrangements - sick leave

(7) 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.

Part-time work agreement

- (8) (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
- (i) that the employee may work part-time;
- (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (iii) upon the classification applying to the work to be performed; and

(iv) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement or any variation to it

shall be

reduced to 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.

28A - Parental leave (D) (8) - contd

(d) The terms of this agreement shall apply to the part-time employment.

Termination of employment

(9) (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(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.

Extension of hours of work

(10) 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 paragraph (5).

Nature of part-time work

(11) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

Inconsistent award provisions

(12) An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

(a) limiting the number of employees who may work part-time;

(b) establishing quotas as to the ratio of part-time to full-time employees;

part-time (c) prescribing a minimum or maximum number of hours a
employee may work; or

by a (d) requiring consultation with, consent of or monitoring
union;

and such provisions do not apply to part-time work under this clause.

28A - Parental leave (D) - contd

Replacement employees

- (13) (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- Subject to (b) A replacement employee may be employed part-time. this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this subclause apply to the part-time employment of replacement employee.
- under this (c) Before an employer engages a replacement employee 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.
- treated (d) Unbroken service as a replacement employee shall be as continuous service for the purposes of subparagraph (1)(e) hereof.
- requiring an (e) Nothing in this subclause shall be construed as employer to engage a replacement employee.

28B - TRADE UNION TRAINING LEAVE

[28B inserted by V008 ppc 08Mar91]

(a) Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union (as defined) to which he/she belongs shall, upon application in writing to the employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Australian Trade Union Training Authority.

(i) Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

(ii) Consultation may take place between the parties and the Australian Trade Union Training Authority, where appropriate, in the furtherance of this objective.

(b) For the purposes of this clause an "accredited representative of the union" shall mean a job steward recognised by the employer in accordance with clause 39 of this award.

(c) The following scale shall apply:

No. of employees covered by this award	Max no. of employees eligible to attend per year	Max no. of days permitted per year
Up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

28B - Trade union training leave - contd

(d) The application for leave shall be given to the employer at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:

- (i) The name of the employee seeking the leave;
- (ii) The period of time for which the leave is sought
(including course dates and the daily commencing and finishing times);
and
- (iii) The title, general description and structure of the course
to be attended and the location of where the course is to be conducted.

(e) The employer shall advise the union within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

(f) The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.

(g) An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant award classification rate including supplementary payments, shift work loadings where relevant plus overaward payments where applicable.

(h) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in the 19-day month work cycle or with any concessional leave.

(i) An employee on request by their employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employees.

(j) Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled under the provisions of clause 26 of this award.

(k) Leave of absence granted pursuant to this clause shall count as service for all purposes of this award.

(l) This clause shall not apply to respondent government authorities in

New South Wales, Victoria and Western Australia.

(m) Any dispute as to any aspect of the operation of this clause, shall be resolved in accordance with the dispute settlement procedure of this award.

29 - JURY SERVICE

[29 varied by V011 ppc 19Jun91; V015 ppc 29Aug91]

29.1 An employee required to attend for jury service shall be entitled to have his/her pay made up by the employer to equal his/her ordinary pay as for eight hours (inclusive of accrued entitlements prescribed by 16A or 21(4)) per day plus fares whilst meeting this requirement. The employee shall give his/her employer proof of such attendance and the amount received in respect of such jury service.

29.2 An employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An employee shall notify his employer as soon as practicable of the date upon which he is required to attend for jury service, and shall provide his employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

29.3 An employee working part-time pursuant to clause 28A required to attend for jury service during their agreed ordinary hours shall be paid in accordance with subclause 29.2 of this clause on a pro rata basis.

30 - TIME RECORDS

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

- (a) the name of each employee and his/her classification;
- (b) the hours worked each day;
- (c) the gross amount of wages and allowances paid;
- (d) the amount of each deduction made and the nature thereof;
- (e) the net amount of wages and allowances paid;
- (f) the employer's workers' compensation policy or other satisfactory proof of insurance such as a renewal certificate;
- (g) 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;
- (h) a certificate or other documentation from the State Long Service Leave Board or authority which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies. (Where such documentation is available under State legislation);

30 - Time records (1) - contd

(i) the employer's and the employee's Building Union Superannuation Scheme or other occupational superannuation number and the contribution returns by the employer to the Building Union Scheme or other occupational superannuation schemes on behalf of the employee, where such benefit applies.

(2) All records and documentation referred to in 30(1), or copies thereof, shall be available for inspection by a duly accredited official of an organisation bound by this award during the usual office hours at the employer's office or other convenient place.

Provided that:

(a) An inspection shall not be demanded unless the secretary of the organisation, or of a branch of the organisation, reasonably suspects that a breach of the award has been committed. Employers shall within 48 hours supply a copy of the record required under 30(1) of this clause.

(b) That the employer shall record the location of the job if it is outside the radius specified in clause 15 - Compensation for travel patterns, mobility requirements of employees and the nature of employment in construction work covered by this award.

(c) That for the purpose of this clause wages shall include piecework rates paid in accordance with appendix A to this award.

31 - PROTECTION OF EMPLOYEES

(1) The employer shall comply with the provisions of the laws of the State in which the work is being performed concerning the installation and maintenance of guards for machinery.

(2) Suitable material and/or coloured glass shall be provided by the employer for the protection of employees working at oxyacetylene or electric arc welding.

(3) Where electric arc operators are working, suitable screens shall be provided in order to protect employees from flash.

(4) The employer shall provide gas masks for employees engaged upon work where gas is present.

(5) Employees employed on refractory brickwork shall be X-rayed, if they so require, at the employer's expense and in his/her time, once in each period of six months.

(6) Employees working in tuberculosis hospitals and homes shall, if a request is made by them, be X-rayed, at the employer's expense and in his/her time, on termination of employment at such tuberculosis hospital or home or each six months, whichever is the sooner.

(7) An employee shall not be required to use a roller in excess of 30.5

centimetres in width on the painting of ceilings or walls.

(8) An employee shall not raise or lower a swinging scaffold (other than a bosun's chair) alone and an employer shall not require an employee to raise or lower a swinging scaffold alone.

31 - Protection of employees - contd

(9) An employee shall not be required to carry paint or other materials, the property of the employer, from job to job. By arrangement, brushes may be taken to and from a job by the employee. This provision shall not apply where paint or materials are carried to or from a job in a vehicle belonging to the employer.

(10) 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.

(11) No employee shall be required to use a paint brush exceeding 12.7 centimetres in width or 227 grams in weight or a kalsomine brush exceeding 20.3 centimetres in width.

Hand protective paste

(12) Every employer of painter, signwriter, plasterer or glazier employees shall at the request of any such employee provide hand protective paste for the use of such employee.

(13) The employer shall observe the following procedures when employees are required to use toxic substances covered by 12(1)(j). Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and supply an approved type of respirator and/or an approved type of hood with air line attached and in addition the employer shall supply protective clothing as approved by the Health Department; proper washing facilities together with towels, soap and a plentiful supply of hot water shall be available when required.

Where an employee is using materials of the types mentioned in this subclause and such work continues to his/her meal break he/she shall be entitled to take washing time of ten minutes immediately prior to his/her 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.

(14) Where practical all loads of bricks and materials shall be conveyed in a wheelbarrow of an approved type fitted with pneumatic rubber tyres.

(15) Where bricks are being used:

(i) Not more than 40 bricks each load shall be conveyed in a wheelbarrow (on a scaffold) to a height of 5 metres from the ground.

(ii) Not more than 36 bricks each load shall be conveyed in a wheelbarrow over and above a height of 5 metres on a scaffold.

(16) The loads, all classes of material and the type of wheelbarrow shall be agreed upon by the union. In default of agreement the matter shall be referred

to the appropriate Board of Reference for determination.

32 - AMENITIES

[32 varied by V006 from 30Jan91]

The employer shall provide reasonably accessible boiling water at meal times and rest periods and cool, clean drinking water shall be provided at all times in a reasonably accessible place.

Provided that this award shall not apply in respect of any other areas of amenities subject to the State Regulation.

Provided that in the State of Western Australia:

Western Australia

(1) On each construction site upon which workers covered by this award are employed, the principal contractor or the project manager, as the case may be, at the commencement of work on site and until the said work is completed shall be responsible to ensure that no less than the following amenities are provided:

(a) A weatherproof shelter shed with the windows flyscreened and capable of being opened;

(i) Each shed shall be of a size not less than one square metre of flooring area for each person.

(ii) Each shed shall be lined, adequately lit and ventilated (including an extractor fan) and shall have an appropriate washable floor and flystrips on the doorway.

(iii) In each shed there shall be a non-absorbent washable topped table or tables with seating accommodation at a bench not less than 400mm wide and 450mm long for each person, hooks at least 450mm apart for the purpose of hanging clothes, and on any site where more than 50 persons are employed, flyproof ventilated cupboards with shelves for the storage of food.

(iv) No shed shall be used for the storage of building materials and on work where more than ten persons are employed no tools shall be stored in that shed.

(v) Where no more than ten persons are employed the shelter shed may be used for the dual purpose of amenities shed and of a site office for the principal contractor or project manager and the principal contractor or the project manager shall ensure that each shed is kept in a clean condition and brooms, mops, buckets and cleaning compounds shall be provided for this purpose.

- (b) Covered garbage bins;
- (c) In a reasonably accessible place, boiling water at meal times and rest periods and cool, clean drinking water at all times;
- (d) A noticeboard or a place where notices may be displayed;

32 - Amenities (1) - contd

(e) Toilets which shall be weatherproof and soundly constructed with separate closets and an appropriate washable floor;

(i) Each toilet shall be lit by natural or artificial light to a high standard with each closet having a hinged door capable of being closed from both sides.

(ii) Should the toilets be sewered there shall be one closet for each fifteen persons, if septic tanks or a chemical system, one closet for each ten persons and otherwise one closet for each seven persons.

(f) A supply of toilet paper together with soap and water for washing purposes.

(2) This clause, other than paragraph (1)(c) hereof, shall not apply to projects on which less than five dwelling units are being constructed, or on projects which have a contracted value of not more than \$284000.

To reflect movements in construction costs the parties to this award shall in December of each year, adjust the monetary figure mentioned in this subclause by reference to ABS Catalogue 8731.5 Building Approvals Western Australia using Table 7 Building Approvals by Statistical Local Areas to determine the average cost per new dwelling approved in Western Australia for the month of October which shall be multiplied by 4 and rounded to the nearest \$1000. The parties shall then notify the Commission of the adjusted figure.

(3) This clause shall be deemed to be complied with if in a partially completed building, facilities of a comparable standard are available to be used.

(4) Nothing herein contained shall absolve any employer from what is required by the Health Act 1911 or any relevant legislation.

33 - FIRST AID EQUIPMENT

[33 varied by V012 ppc 19Jul91]

(1) A first aid kit, such as is required by the law of the State in which the work is being performed, or if there is no relevant State law, as set out hereunder, shall be provided and maintained by the employer on each job.

(a) At places of work where not more than six persons are employed the first aid outfit shall be equipped and maintained to contain at least the following:

Dustproof container
Roller Bandages 3x1", 1x3"
Antiseptic solution - 2oz

Prepared adhesive dressings - 1 doz
Sal Volatile - 1 oz
Tweezers - 1 pair
Burn cream - 1 tube
Scissors, 4 in - 1 pair
Rubber haemorrhage arrestor - 1
Safety pins - 1 doz

33 - First aid equipment (1) - contd

Triangular bandage - 1
Medicine glass - 1 oz - 1
Plain gauze - 1 oz
Eye bath - 1
Cotton wool - 1 oz
First aid pamphlet - 1
lint - 1 oz
Castor oil - 1 oz
Small bowl for bathing minor wounds - 1
Bicarbonate of soda - 1 oz
Drinking utensil - 1
Boracic acid - 1 oz

(b) At places of work where more than six persons are employed the first aid outfit shall be equipped and maintained to contain at least the following:

Dust proof container
Splinter forceps - 5in - 1 pair
Antiseptic solution - 4 oz
Dressing forceps - 5in - 1 pair
Sal Volatile - 2 oz
Scissors - 5in - 1 pair
Burn cream - 1 tube
Safety pins - 1 doz
Rubber haemorrhage arrestor - 1
Medicine glass - 2 oz - 1
Triangular bandages - 3
Eye bath - 1
Plain gauze - 4 oz
First aid pamphlet - 1
Cotton wool - 4 oz
Castor oil - 1 oz
Lint - 4 oz
Bicarbonate of soda - 2 oz
Finger dressings - 1 doz
Boracic acid - 2 oz
Roller Bandages 3 x 1", 1 x 3"
Towel - 1
Prepared adhesive dressing 1 doz
Enamel drinking mug - 1

(c) In Western Australia north of 26 parallel first aid outfits shall in addition to requirements provide for in (a) or (b) of this clause contain items specified by the Royal Flying Doctor's Service Authority recommendations for first aid outfit requirements for those areas, this provision shall not apply in areas the RFDS does not extend to.

(2) If there is no relevant State legislation the employer shall as soon as is reasonably possible supply means, free of charge 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.

33 - First aid equipment - contd

(3) An employee who is a qualified first aid person and is appointed by his/her employer to carry out first aid duties in addition to his/her usual duties shall be paid an additional rate of \$1.52 per day.

(4) Provided that in the case where employees are operating plant unaccompanied, at a distance of more than one kilometre from an established camp of depot or from the centre of operation of the gang to which they are attached, suitable first aid kits shall be provided for the operator of each machine.

34 - SPECIAL TOOLS AND PROTECTIVE CLOTHING

(1) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employee:

Bricklayers

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

Carpenters and joiners

- (b) 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.

Stonemasons

- (c) (i) The employer shall provide all cutting tools, except mash hammers, squares, pitching tools and straight edges up to four feet in length.
- (ii) If cutting tools are not provided the employer shall pay 3 cents per hour additional to the wage rates herein prescribed.
- (iii) Employers shall sharpen, in a proper manner, all necessary tools. On completion of engagement, all cutting tools provided by the employee shall be sharpened or an allowance made in lieu thereof.

fitted

- (iv) All pneumatic surfacing machines and lathes shall be
by the employer with jet sprays or some other suitable device
for keeping the stone wet.

34 - Special tools and protective clothing (1) - contd

Plasterers

- (d) (i) The employer shall supply all floating rules, trammels, centres, buckets and sieves. Stands for plasterers' mortar boards not less than two feet six inches from the ground or where practicable and safe from a scaffold level shall be provided for the plasterer by the employer when requested.
- (ii) Plasterers shall be provided with overalls when required to brush on to walls and ceilings, bondcrete, plasterweld or similar substances.
- (iii) The approved brush and roller to perform the work in paragraph (i) of this subclause shall be provided by the employer.

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

Supply of overalls, gloves, boots

(2) (a) Gloves shall be supplied when employees are engaged on repair work and shall be replaced as required, subject to employees handing in the used gloves.

(b) Boots shall be supplied upon request of the employee after six weeks employment, the cost of such boots to be assessed at \$20.00 and employees to accrue credit at the rate of \$1.00 per week.

Employees leaving or being dismissed before twenty weeks employment shall pay the difference between the credit accrued and the \$20.00. The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the employee not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

Upon issue of the boots, employees may be required to sign the authority form in or to the effect of the annexure to this clause. Boots shall be replaced each six months, dating from the first issue.

(c) Where necessary, when bricklayers are engaged on work covered by 12(1)(m) and 12(1)(n) overalls will be supplied upon request of the employee and on the condition that they are worn while performing the work.

ANNEXURE TO 34(2)(B)

The employee claiming the supply of boots in accordance with 34(2)(b) may be required to sign a form giving an authority to the employer in accordance with the following:

Deduction form

.....
acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of 34(2) of this award.

34 - Special tools and protective clothing (2) - contd

Should the full cost of the boots \$20.00 not be met by accumulation of credit (at the rate of \$1 per week) from I authorise deductions from any moneys due to me by my employer of an amount to meet the difference between the credit accrued and \$20.00.

Signed

Date

All employees

(3) (a) All power tools and steel tapes over 6 metres.

(b) Gloves, and at the request of the employee, hand protective paste, shall be provided by the employer for employees engaged in handling hot bitumen, creosote, oiled formwork and in washing down brickwork.

(c) If in the course of his/her employment an employee is required to use muriatic acid he/she shall be provided with protective clothing.

(d) The employer shall make available for the use of carpenters and joiners, during working hours, a suitable grindstone or wheel together with power (hand or mechanically driven) for turning it.

(e) An employer shall provide on all construction jobs in towns and cities, and elsewhere where reasonably necessary and practicable (or if requested by the employee), a suitable and secure waterproof lock-up solely for the purpose of storing employees' tools, and on multistorey and major project jobs the employer shall provide, where possible, a suitable lock-up for employees' tools within a reasonable distance of the work area of large groups of employees.

35 - COMPENSATION FOR CLOTHES AND TOOLS - DAILY HIRE EMPLOYEES

[35 varied by V003 V014 V026; V031 ppc 24Aug93]

(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 him/her as may be agreed upon between him/her and his/her employer or, in default of agreement, as may be fixed by the appropriate Board of Reference.

(2) (a) An employee shall be reimbursed by his/her employer to a maximum of \$992.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in this award 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.

Provided that an employee transporting his/her own tools shall take all reasonable care to protect those tools and prevent theft or loss.

35 - Compensation for clothes and tools - etc (2) - contd

(b) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 26 - Sick leave, the employer shall ensure that the employee's tools are securely stored during his absence.

(3) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process.

(4) Provided that for the purposes of this clause:

(a) Only tools used by the employee in the course of his employment shall be covered by this clause.

(b) The employee shall, if requested to do so, furnish the employer with a list of tools so used.

(c) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

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

36 - PAYMENT OF WAGES

[36 varied by V011 ppc 19Jun91; V015 ppc 29Aug91]

Daily hire employees

(1) (a) All wages, allowances and other monies shall be paid: (1) in cash; or (2) by cheque, bank cheque or similar transfer or any combination thereof, if there is agreement in writing between the employer, the employees and the union. The consent of the union shall not be unreasonably withheld for daily hire employees, the following provisions shall apply:

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 his bank nearest the workplace to cash such cheques or draw upon the accounts during working hours.

Failure to reach agreement on reasonable time shall be referred to a Board of Reference for determination.

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.

(b) Provided that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday and provided further that 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.

(c) The employer shall not keep more than two days wages in hand.

36 - Payment of wages - contd

(2) When notice is given in accordance with clause 8 - Contract of Employment, 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 36(6) and/or 36(7) of this clause shall apply.

(3) Where, on any payday, work ceases for the day because of inclement weather an employee shall be paid all wages, allowances and other monies due without undue delay.

(4) An employee kept waiting for his/her wages on payday for more than a quarter of an hour after the usual time of ceasing work shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour.

(5) 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:

- (1) Date of payment;
- (2) Period covered by such payment;
- (3) The amount of wages paid for work at ordinary rates;
- (4) The gross amount of wages and allowances paid;
- (5) The amount of each deduction made and the nature thereof;
- (6) The net amount of wages and allowances paid.

In addition, the following details will also be included in the statement when such payments and benefits apply:

- (7) The number of hours paid at overtime rates and the amount paid therefore;
- (8) The amount of allowances or special rates paid and the nature thereof;
- (9) Annual holiday payments;
- (10) Payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays;
- (11) The employer and employees' building superannuation number;
- (12) The employees' long service leave registration number.

(6) Where an employee gives notice in accordance with clause 8 - Contract of Employment, of this award and monies due are not paid on termination, the employer shall have two working days to send monies due by registered post provided that if the money is not posted within that time then 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.

(7) Where an employer gives notice in accordance with clause 8 - Contract of

Employment, of this award all monies due shall be paid at termination; where this is not practicable the employer shall forward the monies due by registered post within two working days of termination and shall pay waiting time up to the time of posting at the rate of eight hours ordinary time per day up to a maximum of one week's pay.

36 - Payment of wages - contd

Weekly hire employees

Payday and methods

- (8) (1) (i) All wages, allowances and other monies due shall be paid in cash, or by agreement in writing between the employer and the employees, by cheque, bank cheque, where possible, bank or similar transfer or combination thereof. Provided such payments shall be paid not later than the cessation of ordinary hours of work on Thursday of each working week.
- (ii) Provided that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday and provided further that 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.
- (iii) The employer shall not keep more than two days wages in hand.

Waiting time penalties

(2) An employee kept waiting for his/her wages on-site on payday, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour.

Pay packet details

(3) 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:

- (i) Date of payment;
- (ii) Period covered by such payment;
- (iii) The amount of wages paid for work at ordinary rates;
- (iv) The number of hours paid at overtime rates and the amount paid therefore;
- (v) The amount of allowances or special rates paid and the nature thereof;
- (vi) The gross amount of wages and allowances paid;
- (vii) The amount of each deduction made and the nature thereof;

(viii) The net amount of wages and allowances paid;

(ix) Any annual holiday payments.

36 - Payment of wages - contd

Payment on termination

(4) When notice is given of termination, all monies due to the employee shall be paid at the time of termination.

Where this is not practicable the employer shall have two working days to send monies due by registered post.

Part-time employees

(9) 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 28A.

37 - PRESENTING FOR WORK BUT NOT REQUIRED

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 15 of this award.

Provided that this clause shall not apply if the services of an employee are not required by reason of inclement weather in which case the provision of clause 22 - Inclement weather, shall apply.

38 - DEFINITIONS

[38 varied by V003 ppc 10Dec90; V015 ppc 29Aug91; V025 from 01Aug92; V028 ppc 15Mar93]

For the purpose of this award:

(1) "The Act" means the Industrial Relations Act 1988, as it may be amended from time to time.

(2) "Adult training quarryman" 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 appendix C of this award and not otherwise.

(3) "Articulated" jointed, i.e.: a machine that has the chassis hinged in a manner to allow movement for turning.

(4) "Assistant powder monkey" means a person assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive power tools.

(5) "Assistant rigger" means a person assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and alluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structure for setting up cranes or hoists other than those attached to

scaffolding and who has had less than 12 months experience at rigging work and shall include an employee either performing rigging work that is an integral part of, or is incidental to a tradesman's work or work that is an integral part of or is incidental to, crane operations.

38 - Definitions - contd

(6) "Ballast" is mass added to the machine to increase traction, ground pressure or stability, e.g.: loaders, rollers.

(7) "Bricklayer" shall mean 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.

(8) "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 or renovation or demolition of:

(a) bridges, culverts, wharves, piers, jetties, dolphins and similar types of work of heavy engineering construction;

(b) timber composite coal or metal storage bins and hoppers;

(c) timber work on gantrys, towers, flying fox towers, swimming baths, tank stands, dam and reservoirs on which an axe or adze is used in the preparation or fitting;

(d) coffer-dams apart from shipping;

(e) cattle stops and rabbit stops, ramps, buffer stops, water races, pits and heavy timber work in railway platforms, trucking yards and stockyards;

(f) generally all heavy construction work, which necessitates the use of an axe or adze in the preparation and fitting of such carpentry work;

(g) all falsework and concrete formwork in connection with any of the abovementioned 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.

(h) Bridge and wharf carpentry shall not include any work in connection with the construction or erection of buildings.

(9) "Carpenter and joiner" means an employee employed as a carpenter and/or joiner upon shopfitting work or construction work as defined in this clause. Without limiting the generality of the foregoing the work of carpenters may include:

- (a) work in connection with prefabricated units;
- (b) the marking out, lining, plumbing and levelling of steel formwork and supports thereto;

38 - Definitions (9) - contd

- (c) the stripping of steel formwork shutters or boxing;
- (d) the erection of curtain walling and the fixing of external wall cladding;
- (e) elsewhere than in South Australia (subject to 38(21)) and Victoria (subject to 38(9)(g)), the erection of suspended ceilings except where wet plaster is used;
- (f) the erection of metal windows or doors;
- (g) 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;
- (h) 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 including partitions involving wrap-around glazing and the erection or installation of partitions including the insertion of glass panels where the glass is 6.35mm or less in thickness by beads or moulds or other dry glazing methods; provided that:
 - (i) the drawing or shaping of metal is not required in respect of (d), (e), (f) and (g) hereof; and
 - (ii) nothing in this definition shall be construed as giving a carpenter an exclusive right to work specified in (c), (d), (e) and (f) hereof.

(10) "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 etc. (State) Award (NSW), published 5 August 1966, 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, but without prejudice to the present rights respecting salvage work and the removal of obstructions or fouling on the described vessels of the Federation of Shipwrights and Ship Constructors Association of Australia, New

South Wales Branch, and the Federated Ship Painters and Dockers Union of Australia New South Wales Branch.

(11) "Chassis mounted" means mounted on a vehicle but having an independent power unit.

38 - Definitions - contd

(12) "Commission" means the Australian Industrial Relations Commission.

(13) "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.

(14) "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.

(15) "Construction work" (for the purposes of 6(1)(a)) means all work performed under this award in connection with 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 tradesmen'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.

For the purpose of this definition "maintenance" is confined to tradesmen employed by building and construction industry employers respondent to this award.

(16) "Construction work," for the purposes of 6(1)(b), means all work performed under this award in connection with the erection, repair, renovations, maintenance, ornamentation or demolition of building or structures.

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

(17) "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.

(18) "Crane mobile" is a crane usually of the jib-type, mounted on a specially designed chassis to permit both load manipulation and travelling under its own power.

(19) "Crane tower" is a cantilever or jib-type crane mounted on a tower to facilitate the handling of load to greater heights than would otherwise be possible.

(20) "Crawler": see "track type".

(21) "Demarcation":

- (i) (a) Where, in South Australia, there is work on suspended ceilings and the ceiling finish is to be hard (wet) plaster, fibrous plaster sheets or tiles, gypsum board or other material having a plastic content, the work on the ceiling

38 - Definitions (21) - contd

finish and the batten, lath, track or channel to which such finish is to attached is allocated to members of the Operative Plasterers and Plaster Workers Federation of Australia to the exclusion of members of the Amalgamated Society of Carpenters and Joiners of Australia and of the Building Workers Industrial Union of Australia except as provided in (c).

said (b) Except as provided in (c) the work of members of the plasterers union on suspended ceilings is not to extend beyond the work allocated to them in (a).

work is (c) Where the major and substantial part of an employee's allocated to his/her union by this clause the demarcation of work shall not operate to prevent other minor portions of the work - suspension in the case of plasterers or the work described in (a) in the case of carpenters - being performed by him/her as circumstances may necessitate.

members of (d) This demarcation of work applies only as between those unions set out in this clause and does not demark the work as between those unions and any other unions.

later than (e) The demarcation of work shall have effect from not 1 May 1977. Provided that a Board of Reference if it sees fit may, in the case of any individual employer, extend that date by a period not exceeding two months.

South Australia

(ii) The provisions of this subclause shall apply to the demarcation of work and union membership of employees of the respondents to this award who are also respondents to The Terrazzo and Concrete Casting (South Australia) Award [1977] in respect to the Australian Building Construction and Builders Labourers Federation, (hereinafter referred to as the "Federation"), the Building Workers Industrial Union of Australia and the Operative Plasterers and Plaster Workers Federation of Australia (hereinafter referred to as the Plasterers' Society).

shall (a) Employees engaged on full-time work in shop or factory continue to be covered by the Terrazzo and Concrete Casting Award and the Federation will accept that they are members of the Plasterers' Society and not the Federation even when they are employed occasionally on site work.

and

(b) Employees substantially engaged on cement finishing terrazzo laying, finishing or fixing in situ and who are now recognised as tradesmen by their employers will continue to be covered by the Plasterers' Society and not the Federation.

38 - Definitions (21) - contd

of the (c) The Federal Builders Labourers Award covers the work
employee substantially engaged in the finishing of cement,
including screeding in situ. Such employees as major
finishers shall be accepted by the Federation as remaining in
the Plasterers Society. Other such employees shall be
accepted by the Plasterers' society as members of the
Federation and not the Plasterers' Society.

Subject to an employee who is substantially employed as a
finisher shall be eligible to admission to the Plasterers
Society.

situ (d) Employees substantially engaged in labouring duties in
will in future be covered by the terms of the Federal
Builders Labourers Award, and the Plasterers' Society accepts
that they shall be members of the Federation and not the
Plasterers' Society.

work (e) Where a labourer who is substantially employed on site
is required to work occasionally at shop work he/she shall be
accepted as remaining a member of the Federation.

(f) Provided that in respect of Pioneer Concrete (South
Australia) Pty Ltd, this demarcation shall not be read to
override the exclusions in the Terrazzo and Concrete Casting
(South Australia) Award that apply to that company.

(iii) Floorlaying Operations - Queensland Southern Division

(Note: This clause applies to a limited group of paving companies only).

In the Southern Division of Queensland the following demarcation of work
shall apply in respect to the floorlaying operations of the companies listed in
Schedule 1 and Part 1 of Schedule K.

accordance with (a) The work of employees classified and paid in
subclause 8.8 shall not extend to the preparation, laying and
finishing of concrete floors other than the work associated
with laying and finishing toppings and work on stairs, treads
and risers which shall be exclusively demarked to members of
The Operative Plasterers and Plaster Workers' Federation of
Australia.

Employees (b) The work of The Australian Building Construction
and Builders Labourers' Federation (ABCE & BLF) members shall
not extend to the topping course on floors or the finishing

of stairs, treads and risers but such members shall have exclusive rights to the preparation and laying of concrete floors and the finishing of concrete floors poured in one operation without a topping.

38 - Definitions (21) - contd

- (c) On cottage work and also on small commercial and industrial slab work. ABCE and BLF members may also perform the work of setting simple edge formwork on the ground where positioned and supported by timber or steel pegs, provided that the setting of all other formwork shall be regarded as tradesmen's work and that nothing shall prevent a tradesman also setting the simple edge formwork described herein.
- (d) Subclause 5.3 shall not operate to prevent the reduction in status of employees engaged on work demarked exclusively to the ABCE & BLF in this clause provided that such employees shall not have their actual rate of remuneration reduced as a consequence thereof.
- (22) "Direct supervision" means that the powder monkey or rigger, as the case may be, must be present on the job to guide the work during its process.
- (23) "Dogman/crane hand" in Victoria means an employee who holds a "Certificate of Competency - Dogman" and a "Certificate of Competency - Crane Driver" issued under the Lifts and Cranes (Certification of Operators) Regulation 1972, Victoria and who is required by his/her employer to act on their certificate(s) in respect of the operation of a fixed crane.
- (24) "Drawn" means capable of being moved, usually on wheels, skids, etc., in the working mode by being pulled by an independant prime mover.
- (25) "Dumper" is a self-propelled unit designed for the transportation of soil, sand, rock etc., off the highway.
- (26) "Employee" means a person performing the work within the scope of this award and includes an apprentice or (in South Australia) an unapprenticed junior.
- (27) "Employer" means a respondent to this award.
- (28) "Excavator" is 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.
- (29) "Foreman" means an employee in Tasmania or a bridge and wharf carpenter (NSW) who is given by the employer, or his/her agent, the responsibility for supervising the programming of work.
- (30) "Fork-lift" is a self-propelled machine which raises, lowers and transports loads by power operated tines or other attachments.
- (31) "Foundation shaftsman" means a builder's labourer employed on the sinking of shafts which will exceed 6 metres in depth for foundations of buildings or

upon consequential steel fixing, timbering and concreting therein.

38 - Definitions - contd

(32) "Glazier" shall mean 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.

(33) "Gradall" is 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.

Grader

(34) (i) "Motor grader" is a self-propelled machine having an adjustable blade positioned between the front and rear axles to cut, move or spread material to grade requirements.

(ii) "Drawn grader" is a drawn machine having an adjustable blade to cut, move and spread material, usually to grade and slope requirements.

(35) "Leading hand" means an employee who is given by the employer, or his/her 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.

Loaders

(36) (i) "Front-end and overhead loader" is 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).

(ii) "Bucket loaders" is a machine fitted with a gathering device and endless elevating chain or belt to which is attached a series of buckets.

(iii) "Belt force loaders" is a self-propelled machine fitted with a feed endless elevating belt and gathering device.

(iv) "Belt loader" is a stationary machine fitted with endless elevating belts with a hopper device.

(37) "Marker or setter out" means an employee mainly employed marking and/or setting out work for other employees. Provided that nothing in this subclause shall prevent the parties proceeding to have the matter determined by a Board of Reference set up by the Registrar at the written request of either of the parties.

(38) "New South Wales" shall be taken as the State of New South Wales excluding the County of Yancowinna.

(39) "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.

38 - Definitions - contd

(40) "Painter" shall mean an employee engaged in any manner whatsoever in:

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);

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.

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

the painting of pipelines, conduits, valves, condensers, cocks, control and/or regulating stations or sub-stations 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 gasses including natural oils and gasses;

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;

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, watercolours, lacquers, stains, wallpapers, wallhangings, or covering, 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.

Penalty rates

(41) (i) "Ordinary time" means rates as calculated in accordance with clause 9 - Rates of pay.

(ii) "Time and a half" means ordinary time plus 50%.

(iii) "Double time" means ordinary time plus 100%.

(iv) "Double time and a half" means ordinary time plus 150%.

38 - Definitions - contd

(42) "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, platerglass casting and fixing, ceiling fixing, plaster board fixing and plaster board cornice manufacture and fixing, and excepting in the State of New South Wales 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.

(a) "Assistant" means an employee engaged in assisting or labouring and who is otherwise not classified above.

(b) "Caster" is 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, platerglass, plastic, or pressed cement work.

(c) "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 lightweight 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.

(d) "Floorlayer specialist" is 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.

(e) "Shophand" is 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.

38 - Definitions - contd

(43) "Portable" means intended to be carried intact.

(44) "Rigid" means having a fixed chassis not capable of movement within the frame, e.g.: track dozers and loaders.

(45) "Roller/compactors" are mobile machinery designed to consolidate material over which it travels.

(46) "Roof tiler, slater, shingler, ridger or roof fixer" shall except in the State of Victoria, mean 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, pamcotile 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, trying, nailing or carrying tiles, etc., and the laying and/or pointing of ridges and barges.

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.

(47) "Scaffolder" 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:

(a) to support workmen or material; or

(b) to support framework; or

(c) as a temporary support for members or parts of a building,

where such structure or framework is composed of standards and/or ledgers and/or pud locks or any combination of these components normally used in scaffolding work.

Nothing in this definition shall extend to any scaffolding used or intended to be used to support workmen or materials which is not intended to be erected to a height over 3 metres.

Nothing in this definition shall extend to:

(i) any work relating to formwork which work consists solely of the tying together of occasional pieces of scaffolding tube to Acrow or similar type props; or

(ii) any work which consists of a structure or framework composed solely of timber.

(48) "Scraper" is a self-propelled machine, having a cutting edge or other type of leading mechanism positioned between the front and rear axles, which leads, transports, discharges and spreads material through forward motion of the machine.

38 - Definitions - contd

(49) "Self-propelled" means capable of moving under its own power.

(50) "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).

(51) "Shovels" are self-propelled machines 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.

(52) "Signwriter" shall mean an employee who is in addition to having a knowledge of painting, staining and varnishing, does any of the following work:

signwriting, designing and/or lettering of price tickets and showcards;

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;

and without limiting the generality of the foregoing shall include:

(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;

(b) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;

(c) gilding, i.e., the application of gold, silver, aluminium or any metal leaf to any surface;

(d) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;

(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.

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.

(53) "Special class tradesperson" 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.

For the purpose of this definition complex and high quality trade skills and experience shall be deemed to be acquired by the tradesperson:

38 - Definitions (53) - contd

(a) having had not less than twelve months on-the-job experience of such skilled work; and

(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 paragraph (a) herein, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of workmanship.

For the purpose of this definition the following are deemed to be prescribed post-trade courses and recognised throughout the locality of this award:

Certificate of Technology, (Building) - Tasmania
 Diploma in Building - Western Australia
 Building Certificate Course, Advanced Carpentry and
 Joinery Course - South Australia
 Technician Certificate - Victoria
 Certificate Course for Building Technicians - Queensland
 Building Certificate Course - New South Wales

Provided that nothing in this subclause shall prevent the parties proceeding to have the matter determined by a Board of Reference set up by the Registrar at the written request of either of the parties.

Stonemasonry

(54) (a) "Carvers" on construction work (as defined) are those who carve any kind of stonework which does not come within the definition of stonemasonry appearing in (a) hereof, for the decoration of buildings or other stonework from a model or freehand design.

(b) "A dimension stone quarry" shall be 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 it being used as ballast filling or random rubble, nor does it include the excavation of basements or the excavation of the foundations of buildings.

(c) "Floor layer" shall mean a person 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.

(d) "Letter cutters" on construction work (as defined) are those who mark out, cuttor finish letters in any kind of stone or artificial or reconstituted stone.

(e) "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.

(f) "A quarryman" shall mean 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.

38 - Definitions (54) - contd

(g) "Stonemason" 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 fixed 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.

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.

(h) "Stonemason's assistant" shall mean a person employed in the industry assisting or labouring and who otherwise is not classified above.

(i) "Stoneworker" means a worker who does all or any of the following classes of work, whether hammer dressed or sawn:

(i) foundation work;

(ii) building random rubble uncoursed or building square
rubbled

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 tradesmen to do any class or kind of work they have hereto been accustomed to do.

(55) "Static" non-vibratory is a roller compacting by dead weight only, without the additional means of extra force or thrust caused by shaking.

(56) "Stationary" operates in a fixed position.

(57) "Tandem drive" means a pair of close-coupled driving axles.

(58) "Tilelayer" shall in the States of New South Wales and Victoria mean, without limiting the meaning of the work 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.

(a) "Aggregate" is the material forming the bulk or mass of a mixture.

(b) "Architrave" is the moulding at the top and sides of a door or a window opening.

(c) "Dado" means the lower part of a wall.

- (d) "Encaustic tile" is an inlaid tile of two or more colours.
- (e) "Faience" means glazed terracotta.
- (f) "Grout" is liquid for filling joints.

38 - Definitions (58) - contd

- (g) "Matrix" that in which the aggregate is bedded.
- (h) "Nosing" being a general term of a round edge tile.
- (i) "Rendering" being a coating of mortar.
- (j) "Reveal" being the return into a window or a door jamb.
- (k) "Rise" being the height of a step; the height of an arch from the springing line to the crown.
- (l) "Scratch coat" is a coating of mortar well scratched to give a good key.
- (m) "Ceramic" is an article made of baked clay. In the tile trade the work 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.
- (n) "Chipping off" means cutting away mortar or concrete, with sharp edge tool, such as a hammer or chisel.
- (o) "Mortar": a combination of sand, cement, either fireclay or lime, and water.
- (p) "Mosaic": small bits of tile, stone, glass etc., which form a surface designed of intricate pattern. Often laid over mortar or metal.
- (q) "Pointing": filling joints with mortar or repairing holes, (see tuckpointing).
- (r) "Quarry": used to designate tiles which are large and thick similar to slabs of stone cut in a quarry. These are vitreous tiles and require no soaking.
- (s) "Riser": 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.
- (t) "Screed": a strip of wood, often 2 inches by 4 inches, set down as 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.
- (u) "Terrazzo": 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.
- (v) "Tuckpointing": filling in crevices, as with mortar, mastics, etc.
- (w) "Unglazed": without a glaze referring to pressed and baked tiles, with a smooth earthy surface.
- (x) "Vitreous": glassy in texture and containing sand which has been

melted. Vitreous tiles will not absorb water.

(y) "Sill": the bottom part of a window opening.

(z) "Skirting": the lowest part of a wall.

38 - Definitions (58) - contd

- (aa) "Soffit": the top of a window or door opening.
 - (bb) "String course" meaning a course of tiles running parallel to the step nosing in a staircase.
 - (cc) "Terracotta": a kind of hard pottery, mostly used for facing buildings.
 - (dd) "Tread" is the top of a step, exclusive of the nosing.
- (59) "Towed" see "Drawn".
- (60) "Track type" Machine equipped with continuous self-laying track.

Tractors

- (61) (i) Rubber tyred/pneumatic: 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.
 - (ii) Track type/crawler: 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.
- (62) "Trainee dogman/crane hand" in Victoria means an employee who holds a "Certificate of Competency - Dogman" or a "Certificate of Competency - Crane Driver" issued under the Lifts and Crane (Certification of Operators) Regulations 1972, Victoria but not both and who holds a learner's permit authorising him/her to train for the other certificate, and who is required by his/her employer to act on his/her learner's permit and his/her certificate of competency in respect of the operation of a fixed crane.
- (63) "Trenchers": a self-propelled machine with the facility to dig trenches by continuous action of a bucket wheel or bucket chain.
- (64) "Twin powered": machinery fitted with dual power sources, e.g.: scrapers, excavators.
- (65) "Union" means the unions set out in clause 7 of this award.
- (66) "Vibratory": 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.
- (67) "Winch": 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).
- (68) "Winder": 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.

INDEX TO MECHANICAL PLANT GROUPS -
VICTORIA, TASMANIA AND SOUTH AUSTRALIA

38 - Definitions (68) - contd

Group 1:

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

Group 2:

Pneumatic tyred tractors not using power operated attachments over 35kw brake power up to 70kw brake power.

Crawler tractors not using power operated attachments up to and including class 3.

Pneumatic tyred tractors using power operated attachments up to 35kw brake power.

Crawler tractor using power operated attachments up to and including class 2.

Road roller, power vibrating under 4 tonnes road roller, powered under 8 tonnes.

Second driver - Navvy and dragline - or dredge - type excavator.

File driving machine

Group 3:

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

Pneumatic tyred tractor using power operated attachments over 35 and up to 70kw brake power.

Crawler tractor not using power operated attachments class 4 and 5.

Crawler tractor using power operated attachments class 3 and 4.

Road roller powered 8 tonnes and over road roller, powered, vibrating 4 tonnes and over.

Loader up to and including 0.75 cubic metre.

Group 4:

Pneumatic tyred tractor not using power operated attachments over 110kw brake power.

Pneumatic tyred tractor using power operated attachments over 70kw and up to 110kw brake power.

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.

38 - Definitions (68) - contd

Grader, power operated below 35kw brake power.

Loaders, front-end or overhead 0.75 cubic metre up to and including 2.25 cubic metre.

Scraper, self-powered under 10 cubic metres struck capacity.

Group 5:

Pneumatic tyred tractor using power operated attachments in excess of 110kw brake power.

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 70kw brake power inclusive.

Loaders: front-end and overhead 4.5 cubic metres up to and including 4.5 cubic metres.

Scraper, self-powered over 10 cubic metres up to and including 20 cubic metres struck capacity.

Group 6:

Crawler tractor using power operated attachments class 9.

Excavator, over 2.25 cubic metres.

Grader, power operated over 70kw brake power.

Loaders, front-end and overhead over 4.5 cubic metres capacity.

Scraper, self-powered over 20 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)

38 - Definitions (68) - contd

Index to Mechanical Plant Groups - N.S.W.

Group A

Air Compressor operators
Electric motor attendants
All winch drivers
Service people
Operators of other cranes up to and including 5 tonnes

Group B

Operator of:-

Tractor - up to but not exceeding 48 kw (65 hp)
Skid steer tractor - up to but not exceeding 48 kw (65 hp)
Compactor - up to but not exceeding 48 kw (65 hp)
Fork Lift - up to but not exceeding 48 kw (65 hp)
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

Group C

Operator of:

Tractor from 48 kw (65 hp) up to but not exceeding 95 kw (130 hp)
Loader - front end and overhead from 48 kw (65 hp) up to
but not exceeding 95 kw (130 hp)
Dragline/Shovel/Excavator - up to 0.5 cubic metres
Dumper - up to but not exceeding 25 tonnes
Grader - up to and including 90 kw (120 hp)
Compactor - from 48 kw (65 hp) but not exceeding 95 kw (130 hp)
Skid Steer Tractor - from 48 kw (65 hp) up to but not exceeding 95 kw
(130 hp)
Fork lift - from 48 kw (65 hp) up to but not exceeding 95 kw (130 hp)
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 (130 hp) up to but not exceeding 220 kw (295 hp)
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 (130 hp) up to but not exceeding 220 kw (295 hp)
Dumper - from 25 tonnes up to but not exceeding 40 tonnes

Grader - from 96 kw (130 hp) up to but not exceeding 148 kw (200 hp)

Loader - front end and overhead from 95 kw (130 hp) up to but not exceeding 220 kw (295 hp) capacity

Side boom/pipe layer - up to but not exceeding 96 kw (130 hp)

Compactor - from 96 kw (130 hp) up to but not exceeding 220 kw (295 hp)

38 - Definitions (68) - contd

Skid Steer Tractor - from 95 kw (130 hp) up to but not exceeding 220 kw (295 hp)

Group E

Operator of:-

Grader - from 148 kw (200 hp)

Tractor - from 220 kw (295 hp) up to but not exceeding 370 kw (500 hp)

Dumper - from 40 tonnes up to but not exceeding 100 tonnes

Loader - front end and overhead, from 220 kw (295 hp) up to but not exceeding 370 kw (500 hp)

Compactor - from 220 kw (295 hp)

Skid steer tractor - from 220 kw (295 hp)

Dragline/Shovel Excavator - from 1 cubic metre up to but not exceeding 3.0 cubic metres capacity

Side boom/pipe layer - from 96 kw (130 hp) but not exceeding 220 kw (295 hp)

Group F

Operator of:-

Tractor - from 370 kw (500 hp) up to but not exceeding 450 kw (600 hp)

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 (500 hp) up to but not exceeding 450 kw (600 hp)

Group G

Operator of:-

Dragline/Shovel Excavator - from 5 cubic metres

Side Boom/pipe layer - from 220 kw (295 hp)

Group H

Operator of:-

Tractor - from 450 kw (600 hp)

Tower Crane

38A - REDUNDANCY

[38A substituted by V001 ppc 25Sep90]

Definition

(a) "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.

38A - Redundancy - contd

Redundancy pay

(b) A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this award) with his or her employer provided that any service prior to 22 March 1989 shall not be counted as service unless the employee is made redundant by the employer.

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

Provided that an employee employed for less than 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.

(c) "Week's pay" means the ordinary time rate of pay at the time of termination for the employee concerned.

(d) 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.

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

(ii) 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.

38A - Redundancy - contd

(f) 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:

- (i) 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
- (ii) 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.

(g) Service as an employee for the Building Management Authority of Western Australia, the Crown in the Right of the State of Western Australia, the Crown in the Right of the State of New South Wales, for 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.

Employee leaving during notice

(h) An employee whose employment is to be terminated in accordance with this clause may terminate his or her 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.

Transmission of business

- (i) (i) 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:
 - (1) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (2) the period of employment which the employee has had with

the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

38A - Redundancy (i) - contd

- (ii) 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.

39 - JOB STEWARDS

[39 varied by V015 ppc 29Aug91]

(1) An employee appointed as a job steward shall, upon notification by the union to the employer be recognised as the accredited representative of the union to which he/she belongs and he/she shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting his/her union. Provided that the foregoing does not relieve the job steward of the obligation imposed upon him/her by his/her employer. A job steward shall notify the principal contractor's representative and his/her union prior to the calling of any stop work meeting so that the procedures laid down in clause 47A - Settlement of disputes, may be observed before any stoppage of work occurs.

(2) Prior to dismissal or transfer two days notice shall be given to any job steward and the union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of management to transfer the job steward or terminate his service he shall remain on the job during which time a Board of Reference as provided in clause 45 - Boards of Reference, shall deal with the matter.

The appropriate union shall, within three working days of notifying the management that it disputes the decision to transfer or terminate the job steward, request the Registrar or Deputy Registrar in writing to appoint a Board of Reference to deal with the matter. The union and the employer shall do all things necessary to enable the Board to sit within ten working days of the management decision to transfer or terminate the job steward. If the Board cannot sit within ten working days because of the employer's failure to nominate representatives, or their unavailability to sit on the Board, the decision to transfer or terminate the job steward shall be null and void.

If the Board cannot sit within ten working days because of the union's failure to nominate representatives, or their unavailability to sit on the Board, the job steward's transfer or termination shall automatically take effect at the expiry of the period of ten working days.

Provided that nothing in this subclause shall prevent the parties proceeding by agreement to have the matter settled by the Commission or a Local Dispute Board set up in accordance with 47A(3) in lieu of the Board of Reference procedure.

Provided further that nothing shall affect the right of the employer to dismiss a job steward without notice for misconduct or refusing duty.

(3) In lieu of the above provisions the following shall apply to weekly hire employees:

39 - Job stewards (3) - contd

Employees who are the chosen representative of their fellow employees shall, in the mutual interests of the employer and the employees, be allowed such reasonable time as may be agreed upon between the employer and the employee to investigate any matter likely to lead to disputes between the employer and the employees relative to working conditions, and, if necessary to make representations to the employer.

The employer shall be advised as soon as possible of the election of a job steward or delegates.

40 - RIGHT TO DEDUCT PAY - DAILY HIRE EMPLOYEES

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 any other 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 22) for any cause, including breakdown of machinery or failure or lack of power, for which cause the employer is not responsible.

41 - POSTING OF AWARD

A copy of this award, with all variations thereof, shall be posted and kept posted by the employer in a prominent place on the employer's premises accessible to the employees.

42 - POSTING OF NOTICES

An employer shall not prevent an official of the union authorised in writing in that behalf, 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.

43 - RIGHT OF ENTRY

(1) The secretary or branch secretary or any other duly accredited representative of the union shall have the right to enter any place or any premises where employees are employed at any time, during normal working hours or when overtime is being worked, for the purpose of interviewing employees, checking on wage rates, award breaches or safety conditions or regulations so long as they do not unduly interfere with the work being performed by any employee during working time, and provided that they present themselves, with their authority as prescribed by this award, to a representative of site management prior to pursuing their union duties on site.

(2) A representative of the union shall be a duly accredited representative if he/she is a holder for the time being of a certificate signed by the general secretary of that organisation and bearing the seal of that organisation in the following form, or in a form not materially differing therefrom:

43 - Right of entry (2) - contd

(Name of organisation)

This is to certify that is a duly accredited representative of the abovenamed organisation for all purposes of this award made under the Industrial Relations Act 1988.

(Seal)

General secretary.

Specimen signature of holder
Strictly not transferable

44 - PREFERENCE OF EMPLOYMENT

[44 varied by V032 ppc 01Oct93]

(1) Subject to the provisions of this clause absolute preference of employment shall be given to the members of the unions party to this award as listed in clause 7 - Parties and persons bound.

(2) Such preference shall be limited to the point where a member of such union and a person who is not such a member are offering for service or employment at the same time and in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service or employment.

(3) Provided that, in respect of weekly hire employees, this clause shall not affect the existing provisions relating to probationary employment under clause 8.1(b) of this award.

45 - BOARD OF REFERENCE

(1) For the purpose of this award, the Registrar may appoint a Board of Reference for each of the States covered by this award.

(2) Each of such Boards shall consist of two representatives of the unions and two representatives of the employers, with the addition of the Registrar or Deputy Registrar or of such persons as he/she may nominate, as chairperson.

(3) Any person appointed a member of a Board by the Registrar may appoint a substitute to act in his/her stead at any time, but an employee representative may only exercise this power with the consent of the union.

(4) At a meeting of the Board of Reference in which more than one is interested, the unions shall arrange as to the two employee representatives on the Board.

45 - Board of reference - contd

(5) Three members, one representing the union, one representing the employer and one who may be the Registrar or his/her deputy, shall constitute a quorum.

(6) In the event of the representative members of a Board being equally divided in opinion, the chairperson may cast his/her vote to give a majority decision.

(7) A Board of Reference shall sit at such times and places as the members may agree or the chairperson may fix and may adjourn from time to time and from place to place.

(8) The decision of a Board of Reference may be reviewed and altered by the Commission on the application of any party to this award; provided that notice of an application to the Commission to review such decision, and an application be lodged with the Registrar asking for such review within 21 days of such decision, but the Commission may give extended time for such notice and application at any time.

(9) The functions of a Board of Reference shall be to deal with matters specifically referred to it under this award.

(10) Nothing in this clause shall take away from any party any right to apply to the Commission or the Federal Court of Australia pursuant to the Industrial Relations Act for a variation or an interpretation of this award.

46 - JUNIOR LABOUR

[46 varied by V012 ppc 19Jul91; V015 ppc 29Aug91; V028 ppc 15Mar93]

PART 1 - UNAPPRENTICED - SOUTH AUSTRALIA

(1) The proportion of unapprenticed junior employees to journeymen employed by any employer shall not exceed one to four on building construction work performed on site. Provided nevertheless that an employer who employs two or three adult employees may employ one unapprenticed junior employee.

(2) Unapprenticed junior employees shall be paid the same wage rates prescribed in 46(4) 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 9(1) of this award.

(3) No unapprenticed junior employee shall be permitted or required by his/her employer to attend winches, sling timber or work power-driven machinery.

PART II - APPRENTICES - SOUTH AUSTRALIA

(4) This award shall not apply to the employment of apprentices in any trade proclaimed as an apprenticeship trade under the provisions of the South Australian Industrial and Commercial Training Act of 1981 except to the extent

prescribed in this part.

(a) The proportion of apprenticed junior employees to journeymen shall not exceed two to three or a fraction of three after any full multiple of three.

46 - Junior labour: Pt II (4) - contd

- (b) (i) The minimum ordinary rate of pay to be paid to apprentices shall be in accordance with the percentages as set out in the table herein of the base rate of pay prescribed by 9(1) (a) for a tradesperson in the locality in which they are employed.

	Percentage Per week
For the first year	45
For the second year	55
For the third year	75
For the fourth year	90

The foregoing minimum rates shall be calculated in multiples of 5 cents per week, any fraction not exceeding 2 cents to be disregarded.

- (ii) In addition to the above rate apprentices shall receive the appropriate amounts prescribed in clause 10 - Industry allowance and underground allowance, and clause 11 - Tool allowance, as part of the ordinary weekly wage for all purposes.

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.

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

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

(c) An employee who is under 21 years of age on the expiration of his/her apprenticeship and thereafter works as a minor in the occupation to which he/she 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 9(1) (a) of this award.

- (d) (i) Should an apprentice at the time of being apprenticed produce a certificate from a technical school that he/she 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 35 cents per week in addition to the wages prescribed by 46(4) (b) hereof.

46 - Junior labour: Pt II (4) - contd

(ii) Should an apprentice during the third or any subsequent year

of his/her apprenticeship produce a certificate from the examiners that he/she 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, he/she shall be entitled to be paid an additional sum of 35 cents per week in addition to the wages prescribed by 46(4) (b) hereof and in addition to the 35 cents prescribed in 46(4) (d) (i) hereof, where payable, for the remainder of his apprenticeship.

(iii) Should an apprentice attain a pass at credit standard for the

first annual examination he/she passes at the Apprentice Trade School he/she shall receive the sum of \$1.25 cents per week additional to the rates prescribed in this clause. Should he/she receive a pass at credit standard in his/her second annual examination he/she shall receive \$1.40 per week additional to the rates prescribed in this clause for the next following year of his/her apprenticeship.

For a similar pass in any subsequent annual examination, he/she shall receive \$1.60 per week additional to the rates prescribed in this clause for the next following year of his/her apprenticeship.

(e) Except where inconsistent with the South Australian Industrial and Commercial Training Act of 1981, the general provisions of this award shall apply to apprentices employed on work within the scope of this award.

PART III - APPRENTICES - TASMANIA

(5) Except as provided in this part, this award shall apply to the employment in Tasmania of any apprentice in any trade subject to the provisions of the Tasmanian Apprenticeship Act 1942.

The minimum ordinary rate of pay to be paid per week to apprentices shall be in accordance with the percentages set out herein applied to the aggregate of the appropriate rate of pay and the special allowance prescribed in 9(1) and 9(3).

Table

	Percentage Per week
For the first year	38
For the second year	55
For the third year	75
For the fourth year	90

The foregoing rates shall be calculated to the nearest 5 cents, 2 cents and less to be disregarded.

46 - Junior labour: Pt III - contd

(6) In addition to the above rate apprentices shall receive the appropriate amounts prescribed in clause 10 - Industry allowance and underground allowance, and clause 11 - Tool allowance, as part of the ordinary weekly wage for all purposes.

(7) Except where inconsistent with the Tasmanian Apprenticeship Act 1942, the general provisions of the award shall apply to apprentices employed on work subject to the scope of this award by respondent employers to the award.

(8) 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.

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

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

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

PART IV - WESTERN AUSTRALIA

(9) Except as provided in this part 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.

Apprenticeship trades

(10) Carpentry and joinery;
Painting;
Signwriting;
Glazing;
Bricklaying;
Stonemasonry;
Plastering and/or tilelaying;
Fixing.

Proportion

(11) Subject to the apprenticeship regulations relating to the proportion of apprentices to be taken by an employer, the maximum number shall be as follows:

(a) Carpentry and joinery - one apprentice to every two or fraction of two journeymen provided the fraction shall not be less than one.

(b) Painting, signwriting or glazing - one apprentice to every three or

fraction of three journeymen provided the fraction shall not be less than one.

(c) Bricklaying - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

46 - Junior labour: Pt IV (11) - contd

(d) Stonemasonry - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

(e) Plastering and/or tilelaying - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

(f) Fixing - one apprentice to every two or fraction of two journeymen provided the fraction shall not be less than one.

Period of apprenticeship

(12) 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:

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

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

(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.

Schooling time

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

(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 his/her apprenticeship and four weeks in the third year in continuous periods of one or more weeks, except that an apprentice referred to in 46(13)(c) shall attend classes for four weeks in the first and second years of his/her apprenticeship.

(b) In the case of an apprentice to stonemasonry or plastering - eight hours per week for the first and second year in his/her apprenticeship, and eight hours per fortnight in the third year of his/her apprenticeship, except that an apprentice referred to in 46(13)(c) shall attend such classes for eight hours per fortnight for the first and second years in his/her apprenticeship.

(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.

(14) Wages and allowances

(a) Wages (per week)

The ordinary rates of pay to be paid to apprentices shall be in accordance with the percentages set out below applied to the sum of the appropriate tradesman base rate prescribed in 9(1)(a) and the special allowance prescribed in 9(3).

46 - Junior labour: Pt IV (14) - contd

(i)	Five year term		%
	First year		40
	Second year		48
	Third year		55
	Fourth year		75
	Fifth year		88
(ii)	Four year term		%
	First year		42
	Second year		55
	Third year		75
	Fourth year		88
(iii)	Three and a half year term		%
	First six months		42
	Next year		55
	Next following year		75
	Final year		88
(iv)	Three year term		%
	First year		55
	Second year		75
	Third year		88

(b) Industry and tool allowance (per week)

In addition to the above rate apprentices shall receive the appropriate amounts prescribed in clause 10 - Industry allowance and underground allowance, and clause 11 - Tool allowance, as part of the ordinary weekly wage for all purposes.

(c) Provision of tools

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.

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

- (i) deduct from any wages due to the apprentice the remaining cost of

the tool kit; or

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

46 - Junior labour: Pt IV - contd

Painting and signwriting

(15) An apprentice to painting and signwriting shall not be registered in accordance with the provisions of this award until a certificate to the effect that he/she does not suffer any disability by reason of colour blindness has been lodged with the Registrar.

PART V - JUNIORS AND IMPROVERS - ROOF TILE FIXING - WESTERN AUSTRALIA

Special provisions for junior workers

(16) (a) Junior workers may be employed in the proportion of two juniors to one adult worker.

(b) (i) A junior worker shall upon attaining the age of 20 years be classified as an improver and be paid as such, provided that the time worked prior to his/her 20th birthday shall be counted as time worked as an improver.

(ii) Notwithstanding (b) (i) hereof, after three years service a junior worker may request a trade test and if he/she passes shall receive full adult rates.

Improvers

(17) A worker commencing in the industry after his/her 20th birthday shall be classed as an improver and shall be paid as provided in 46(19) hereof, provided that after two years service an improver may request a trade test and if he/she passes shall receive full adult rates.

Junior workers' wages (per week)

(18) (a) The ordinary rates of pay to be paid to junior workers shall be in accordance with the percentages set out below applied to the sum of the tradesperson base rate set out in 9(1) (a) and the appropriate special allowance prescribed in 9(3).

	%
Between 16 and 17 years of age	42
Between 17 and 18 years of age	55
Between 18 and 19 years of age	75
Between 19 and 20 years of age	88
Over 20 years of age	100

Industry allowance

(b) Where a junior worker works in circumstances which would entitle a tradesperson to the industry allowance prescribed in 10(1) the following extra rates, expressed as a percentage of that industry allowance, shall be paid.

46 - Junior labour: Pt V (18) - contd

	%
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

Improvers' wages (per week)

(19) (a) The ordinary rates of pay to be paid to improvers shall be in accordance with the percentages set out below applied to the sum of the tradesperson base rate set out in 9(1)(a) and the appropriate special allowance prescribed in 9(3).

	%
First six months service	60
Second six months service	65
Second year of service	75
Third year of service	88
Thereafter	100

Industry allowance

(b) Where an improver works in circumstances which would entitle a tradesperson to the industry allowance prescribed in 10(1) the following extra rates, expressed as a percentage of that industry allowance shall be paid.

	%
First six months service	40
Second six months service	72
Second year of service	95
Third year of service	100

Tool allowances

(20) 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 his/her first year of service and of two-thirds of that amount in his/her second year of service, and of the same amount as is payable to a tradesperson in the remaining period of his/her service as a junior worker or improver.

PART VI - VICTORIA

(21) The minimum ordinary rate of pay to be paid per week to apprentices shall be in accordance with the percentages set out below (calculated to the nearest 10 cents, less than 5 cents to be disregarded) applied to the aggregate of the appropriate minimum weekly rate (i.e. base rate plus supplementary payment) prescribed in paragraph 9.1(a) of this award and the special allowance prescribed in subclause 9.3 of this award.

46 - Junior labour: Pt VI (21) - contd

Carpenter and/or joiner, fibrous plasterer, plasterer and tilelayer

%

(i)	First 3 months	35	
	Next 9 months (or commencement for apprentices who have completed a non-apprentice course)		45
	2nd year	55	
	3rd year	75	
	4th year	90	

Painters and signwriters

(ii) (A) Apprentices who have completed a Pre-Apprenticeship Course

%

1st year	50
2nd year	75
3rd year	90

Apprenticeship (B) Apprentices who have not completed a Pre-Apprenticeship Course

%

1st 6 months	35
2nd 6 months	45
2nd year	55
3rd year	75
4th year	90

Bricklayers

%

(iii)	1st 3 months	30	
	Next 9 months	40	
	2nd year		60
	3rd year		80

(iv) In addition to the prescribed rates above, the apprentices shall be paid the full industry allowance and the appropriate tool allowance prescribed by clauses 10 and 11 of this award respectively.

(v) 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 four week cycle or the next may be taken as the day off if the employer and the apprentice so agree in writing.

46 - Junior labour: Pt VI (21) - contd

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.

PART VII - OTHER STATES

(22) Except where inconsistent with this award the regulations of the appropriate State Apprenticeship Commission shall apply to apprentices outside the States of South Australia, Tasmania, Western Australia and Victoria.

47A - SETTLEMENT OF DISPUTES - DAILY HIRE EMPLOYEES

[47A varied by V015 ppc 29Aug91]

(1) Where an employee or the job steward has submitted a request concerning any matter directly connected with employment to a foreman or a more senior representative of management and that request has been refused, the employee may, if he/she so desires, ask the job steward to submit the matter to management and the matter shall then be submitted by the job steward to the appropriate executive of the employer concerned.

(2) If not settled at this stage, the matter shall be formally submitted by the State secretary of the union to the employer.

(3) If not settled at this stage, the matter shall then be discussed between such representatives of the union as the union may desire and the employer, who may be accompanied by or represented by such officers or representatives of an association of employers as the employer may desire, including where agreed, processing the dispute through locally organised boards or committees set up by the parties for this purpose.

(4) If the matter is an award matter and is still not settled, it shall be submitted to the Commission. If the matter is a non-award matter, and is still not settled, the procedure outlined in 47A(10) to 47A(12) shall be followed.

(5) 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.

(6) Notwithstanding anything contained in the previous five paragraphs, the respondents shall be free to exercise their rights if the dispute is not finalised within seven days of notification.

(7) This clause shall not apply to any dispute as to a bona fide safety issue.

(8) In connection with any dispute concerning a job steward this clause shall be subject to the provisions of 39(2) of this award.

47A - Settlement of disputes - daily hire employees - contd

Stoppage of work and fundamental breach

(9) Except in Queensland, it has been agreed by the parties that the procedure outlined in 47A(10) to 47A(12) shall be followed wherever there is a stoppage of work and/or an alleged fundamental breach by the employer.

(10) An employer shall not be held to be in fundamental breach unless his/her action or inaction is considered so extreme that the refusal to work was the only reasonable course of action open to the employees.

(a) The above interpretation of a fundamental breach may be varied by agreement on a State by State basis.

(b) A determination in such cases will be made by a disputes Conciliation Committee, Independent Arbitrator appointed by Government or such other person as agreed between the parties.

(11) Where there is a stoppage of work over any non-award matter, including a breach by the employer of the contract of employment, the employees shall not be entitled to seek payment for time not worked (lost time) except where there is a fundamental breach as defined in 47A(10).

Disputes committee/independent arbitrator/disputes board

(12) (a) In those States where a Disputes Conciliation Committee/Disputes Board has been established, it shall convene a meeting to consider any non-award matter referred to it at the earliest possible date.

(b) A Disputes Conciliation Committee/Disputes Board shall have the power to determine whether an employer has committed a fundamental breach of the contract of employment.

(c) Provided that an employer shall not be held to be in fundamental breach of the contract of employment unless he is in breach according to 47A(10) above.

(d) Decisions of a Disputes Conciliation Committee/Disputes Board shall be by a majority, but where the employer and union representatives are divided, the chairperson shall have the power to determine the matter.

(e) A Disputes Conciliation Committee/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 or conditions of work.

(f) In States where Disputes Conciliation Committees/Disputes Boards are not in operation, the procedures prescribed in this clause shall apply to any private arbitration.

47B - SETTLEMENT OF DISPUTES - WEEKLY HIRE EMPLOYEES

In the event of any dispute or claim arising between an employer and his

employee any such dispute or matter shall be dealt with in the following manner:

47B - Settlement of disputes - weekly hire employees - contd

(1) In the first instance the dispute or claim shall be taken up with the foreman or supervisor by the employee or employees concerned or the duly appointed union representative.

(2) If the dispute or claim is not satisfactorily resolved in accordance with (1) above then the duly appointed union representative shall approach the employer or his representative for discussion and/or negotiation.

(3) Should the dispute or claim not be settled by the procedures outlines in (1) and (2) above then the duly appointed union representative shall inform the 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 representatives of the employer and the respective union. The employer shall afford to the representative of the employees such available facilities as to assist in making early contact with his union.

(4) If settlement cannot be reached through the above procedures then either the employer or an official of the union may refer the matter to the Australian Industrial Relations Commission (including, where agreed, to Boards of Reference).

(5) While the above steps are being carried out every endeavour will be made by the union to ensure that work continues normally.

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.

48 - RESERVED MATTERS

Employers

- (1) Demarcation of work/suspended ceilings (South Australia).
- (2) Foreman classification.
- (3) Hours.
- (4) Settlement of disputes.
- (5) Demarcation disputes.

49 - EXEMPTIONS

[49 varied by V015 ppc 29Aug91]

The Public Works Department of N.S.W. shall be exempted from the provisions of the following clauses of the award:

Clause 25 - Annual leave, clause 26 - Sick leave, clause 27 - Accident pay, clause 28A - Maternity leave, clause 28 - Bereavement leave, and clause 29 -

Jury service. Provided that the N.S.W. Government Uniform Leave Conditions shall apply to the employees concerned.

50 - SUPERANNUATION

[50 inserted by V019 from 01Dec91; V030 from 09Jul93]

50.1 Definitions

For the purposes of this clause -

(a) "Eligible employee" shall mean any employee who has been employed under this award by the Employer during at least five consecutive days and who has worked a minimum of 40 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with subclause 50.2 hereof effective from the commencement of that qualifying period.

(b) "Fund" means a Superannuation Fund as defined in the Occupational Superannuation Standards Act 1987 and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by the Regulations made under the Act. In the case of a newly established Fund, the term shall include a Superannuation Fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

(c) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, registration allowance, trade allowance, shift loading and leading hand, in charge or 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.

(d) "Act" means the Occupational Superannuation Standards Act 1987, and "Regulations" means the Occupational Superannuation Standards Regulations made pursuant to that Act from time to time.

(e) "The relevant fund" means the fund selected in respect of an employee pursuant to sub-clause 50.4 hereof.

50.2 Contributions

(a) In accordance with this clause and subject to the Trust Deed of the relevant Fund, on behalf of each eligible employee an employer shall contribute to a relevant superannuation fund a superannuation contribution, equivalent to three per cent of such eligible employee's ordinary time earnings each week, (rounded to the nearest ten (10) cents), provided that:

- (i) upon completion of the qualifying period specified in subclause 50.1 hereof, contributions on behalf of each eligible employee shall apply from the date of commencement of employment of such employee;
- (ii) the contribution rate of an existing Fund of which the eligible employee is a member may be improved to the extent that it is equivalent to that prescribed by paragraph (a) of

this subclause and is in accordance with the Act and Regulations.

50 - Superannuation 50.2 - contd

(b) The contributions required herein shall be made to the relevant Fund in the manner and at the times specified by the terms of the Fund or any agreement between the employer and Trustees of the Fund.

(c) No Employer shall be required to pay superannuation contributions on behalf of any eligible employee whether full time, part time, or casual in respect of any week during which such employee receives less than 10 hours pay in ordinary time earnings.

50.3 Employee Contributions

(a) Subject to the rules of the Fund, employees of a respondent employer who wish to make contributions to the Fund additional to those being paid pursuant to sub-clause 50.2 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.

(b) 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:

(i) The amount of contributions shall be expressed in whole dollars.

(ii) 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.

(iii) Contributions deducted under this clause shall be forwarded to the Fund at the same time as contributions under subclause 50.2 hereof.

50.4 Superannuation Fund

(a) The employer shall make superannuation contributions, or improvements pursuant to this clause, to any of the following Funds:

(i) BUSS, AUST, BUS (Qld), QUEST, AUST (Qld), ARF, ASSET, CTRF, STA, ECASF, Tasplan, the Westscheme Superannuation Scheme; or

(ii) 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).

employees,
(iii) any fund agreed between the employer and eligible
and the Union or Unions, where applicable; or

50 - Superannuation 50.4 - contd

- principal
- (iv) any fund which has application to employees in the business of the employer, where eligible employees covered by this Award are a minority of award-covered employees; or
 - (v) 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.

(b) Provided that an employer shall not be required to contribute to more than one fund in respect of eligible employees employed under this Award.

(c) 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.

50.5 Fund Membership

(a) The employer shall make an eligible employee aware of his/her 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 subclause 50.2 hereof.

50.6 Exemption

(a) 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 subclause 50.2 hereof by providing superannuation contributions equivalent to at least three per cent of ordinary time earnings.

(b) Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standards of existing superannuation arrangements provided by the employer, or the employer's financial capacity to pay.

50.7 Absence from Work

Subject to the Trust Deed to the Fund of which an employee is a member, the following provisions shall apply.

Paid Leave

(a) 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.

Unpaid Leave

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

50 - Superannuation 50.7 - contd

Work Related Injury or Illness

(c) 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:

- compensation
- (i) the member of the fund is receiving workers payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Award;
 - (ii) the person remains an employee of the employer.

APPENDIX A

[Appx A varied by V015 ppc 29Aug91; varied by V028 ppc 15Mar93]

Interim schedule of piecework arrangements pending examination during the life of this award of appropriate provisions in respect of 9.8(a) and piecework schedules.

Until otherwise provided in this award piecework shall be worked in accordance with the following:

Plasterboard fixers - NSW

Appendix A Piecework rates - gypsum plasterboard, in the Building Tradesman (State) Construction Award.

Slaters and roof fixers - NSW

Appendix E Roof slaters and tilers piecework rates etc., in the Building Tradesmen (State) Construction Award.

Tilelayers - NSW

Appendix B Tilelayers piecework, in the Building Tradesmen (State) Construction Award.

APPENDIX B

The following list of State awards and/or determinations are affected by the introduction of this award in respect of the employment by respondent employers of employees subject to the scope and provisions of this award.

New South Wales

Artificial Stoneworkers (State)
Bridge and Wharf Carpenters (State) Award
Building trades:
Carpenters and Joiners and Bricklayers, Construction (State) Award
Marble and Slate Workers (State) Award
Painters etc. (State) Award
Plasterers, etc. (State) Award
Plasterers Shop Hands and Casters (State) Award
Quarries, etc. Dimension Stone (State) Award
Slaters and Tilers (State) Award
Stonemasons etc. (State) Award
Tilelayers (State) Award

Queensland

Building Trades Award - State
Stonemasons Award - State

South Australia

Carpenters and Joiners Award
Bricklayers and Tuckpointers (South Australia) Award
Painters and Decorators Award
Plasterers and Terazzo Workers' (State) Award
The Roofing Tile and Asbestos - Cement Fixers Conciliation Committee Award

Tasmania

Determination of the Building Trades Wages Board

Victoria

Determination of the Carpenters Board
Determination of the Painters Board
Determination of the Stonecutters Board
Determination of the Tilelayers Board

APPENDIX C

[Appx C varied by V003 ppc 10Dec90]

Quarryman (N.S.W.) - Training

Adult trainees

(a) Where skilled labour is not available an employer may engage trainee quarrymen in accordance with the succeeding subclause, on a ratio of no more than two trainees to each quarryman employed. Provided that by agreement with the union alternative ratios may be applied.

(b) An adult trainee quarryman (as defined) shall, on engagement, sign a letter of intent in the following form which shall also be signed by the employer at that time. The employer shall complete the details, set out in section 1 of the letter and forward a copy of same to the union within seven days of the said engagement.

On completion of the period prescribed in 2. herein the employer shall endorse section 2 of the letter which shall then be given to the employee as a record of the completion of training.

TO WHOM IT MAY CONCERN

Date.....

1. This is to certify that the undermentioned employee has been engaged today as an adult trainee quarryman as defined and in accordance with the provisions of the.....Award.

Employer's Name and Address
(Block Letters)

Employee's Name and Address
(Block Letters)

Signed _____

Signed _____

2. This is to certify that the abovementioned employee has completed the required period of training.

Signed Employer

Date:

(c) The training period for an adult trainee quarryman (as defined) shall be for a maximum period of six months from the date of engagement and

payment shall be made in accordance with the following hourly rates prescribed in this award:

(i) during the first three month period (from date of engagement)
at the rate prescribed for "terrazzo assistant";

Appx C - contd

- (ii) during the second three month period (from date of engagement) at the rate prescribed for "machinist";
- (iii) thereafter at the full rate prescribed for "quarryman".

(d) The trainee shall work in conjunction with, and assist, an experienced quarryman and shall be instructed in skills of the trade and be subject to supervision during the training period.

Provided that where such employee performs, unsupervised, the duties of a quarryman during the six month training period he shall be paid the rate prescribed in (c) above on a mixed functions basis (in accordance with clause 14 of this award).

(e) An employer shall not use the provisions of this clause for the purposes of:

- (i) maintaining, through labour turnover, a quasi-assistant classification;
- (ii) employing as trainees persons with previous experience as a quarryman.

(f) Where the provisions of (a) herein are not observed the employee shall be regarded as a trainee and shall be entitled to payment in accordance with (c) (iii) above for the full period of employment.

APPENDIX D

[Appx D varied by V012 ppc 19Jul91]

New South Wales fares and district boundaries

(1) In addition to the hourly rates prescribed in clause 9, employees employed in the undermentioned districts in New South Wales shall receive the following allowances:

(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 59c per day extra. All employees working in the Western Division of the State shall be paid 96c per day extra.

(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 Wales Border, to the point of commencement, shall be paid 96c extra per day or part thereof.

(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 59c per day extra.

(2) The boundaries for the purposes of subclause 15(11) are as follows:

Boundary of the County of Cumberland

Pacific Ocean, Hawkesbury River, Nepean River, Cataract River, Cataract Creek and Woodlands Creek.

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.

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.

APPENDIX E

[Appx E varied by V005; V020 ppc 05Nov91]

Location allowances - Western Australia

(1) Subject to the provisions of this clause, in addition to the wages prescribed in clause 9.1 of this award, an employee shall be paid the following allowances when employed in the town described.

Town	\$	
Agnew	13.60	
Argle (see subclause 12)		35.00
Balladonia	13.10	
Barrow Island (see subclause 13)		9.50
Boulder	5.50	
Broome	21.50	
Bullfinch	6.50	
Carnarvon	11.00	
Cockatoo Island	23.70	
Colgardie	5.50	
Cue	13.80	
Dampier	18.60	
Denham	11.00	
Derby	22.40	
Esperance	4.20	
Eucla	15.10	
Exmouth	19.20	
Fitzroy Crossing	27.00	
Goldsworthy	12.60	
Halls Creek	30.60	
Kalbarri	4.50	
Kalgoorlie	5.50	
Kambalda	5.50	
Karratha	22.00	
Koolan Island	23.70	
Koolyanobbing	6.50	
Kununurra	35.00	
Laverton	13.70	
Learmonth	19.20	
Leinster	13.60	
Leonora	13.70	
Madura	14.10	
Marble Bar	33.20	
Meekatharra	11.80	
Mount Magnet	14.60	
Mundrabilla	14.60	
Newman	13.00	
Norseman	11.30	
Nullagine	33.00	
Onslow	22.80	
Pannawonica	17.50	

Paraburdoo	17.30
Port Hedland	18.50
Ravensthorpe	7.30
Roebourne	25.20

Appx E - contd

Town	\$
Standstone	13.60
Shark Bay	11.00
Shay Gap	12.60
Southern Cross	6.50
Telfer	31.00
Teutonic Bore	13.60
Tom Price	17.30
Whim Creek	21.80
Wickham	21.30
Wiluna	13.90
Wittenoom	29.40
Wyndham	33.10

(2) Except as provided in subclause (3) of this clause, an employee who has:

(a) a dependent shall be paid double the allowances prescribed in subclause (1) of this clause.

(b) a partial dependent shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependent is receiving by way of a district or location allowance.

(3) Where an employee:

(a) is provided with board and lodging by his/her employer, free of charge:

(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.

Such employee shall be paid 66-2/3 per cent of the allowances prescribed in subclause (1) of this appendix.

The provisions of paragraph (b) hereof shall have effect on and from 16 August 1990.

(4) Except where an employee is eligible for payment of an additional allowance under subclause (2) of this clause, but on 3 June 1988 was in receipt of an amount in excess of that under C No. 8217 of 1987 (Print H0029), that employee shall receive the difference between the rate being paid and that due under subclause (2) of this clause reduced by 33-1/3%; the difference remaining on 1 January 1989 shall be reduced by 50% from that date and payment in accordance with subclause (2) of this clause will be implemented on 1 July 1989.

(5) Subject to subclause (2) of this clause, 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.

Appx E - contd

(6) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(7) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the district in which he/she is employed.

(8) For the purpose of this clause:

(a) "Dependent" shall mean:

(i) a spouse or de facto spouse; or

(ii) a child where there is no spouse or de facto spouse;

who does not receive a district or location allowance.

(b) "Partial dependent" shall mean a "dependent" as prescribed in paragraph (a) of this subclause who receives a district or location allowance which is less than the location allowance prescribed in subclause (1) of this clause.

(9) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Confederation of Western Australian Industry and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission. Provided that, pending any such agreement or determination, the allowance payable for that purpose be an amount equivalent to the location allowance in force under this Award for that town or location on 1 June 1980.

(10) Nothing herein contained shall have the effect of reducing any location allowance currently payable to any employee subject to the provision of this award whilst that employee as at 1 June 1980 remains employed by his/her employer.

(11) Subject to the making of a general order pursuant to section 50 of the Industrial Relations Act 1979, by the Western Australian Industrial Relations Commission, that part of each location allowance representing prices 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 10 cents.

(12) The allowance prescribed for Argyle is equated to that at Kununurra as an interim allowance. Liberty is reserved to the parties to apply for a review of the allowance for Argyle in the light of changed circumstances occurring after

the date of this order.

Appx E - contd

(13) The allowance prescribed by Barrow Island shall be half the allowance prescribed by clause 8 of the Hydrocarbons and Gas (Production and Processing Employees) Award 1986, which at the date of this order is \$19.00 per week. Except for the location allowance prescribed under subclause (1) the terms of this clause shall not apply where they are inconsistent with the terms of clause 8 of the Hydrocarbons and Gas (Production and Processing Employees) Award 1986.

APPENDIX F

[Appx F varied by V012 ppc 19Jul91; V015 ppc 29Aug91; V028 ppc 15Mar93; corrected by V028a ppc 15Mar93; V031 ppc 24Aug93]

REFRACTORY BRICKLAYERS - FURNACE AND/OR ACID WORK

1 - APPLICATION

This appendix shall apply to The Building Workers' Industrial Union of Australia and the employers named in the Schedule of Respondents with respect to refractory bricklayers engaged in the construction, alteration or repairs to:

- (i) boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work;
- (ii) acid furnaces, acid stills, acid towers and all other acid resisting brickwork.

2 - OPERATION

This appendix shall come into force from the first pay period to commence on or after 17 November 1980 and shall continue in force until 31 August 1981.

3 - DEFINITIONS

(a) "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.

(b) "Refractory bricklayer's assistant (NSW and Victoria)" means an employee in the States of New South Wales and Victoria wholly or substantially assisting a "refractory bricklayer" (as defined).

4 - WEEKLY BASE RATE

Classification	Weekly base rate \$
Refractory bricklayer	393.40
Refractory bricklayer's assistant	335.10

5 - REFRACTORY BRICKLAYING ALLOWANCE

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

Appx F:5 - contd

Classification	Per hour \$
Refractory bricklayer	1.09
Refractory bricklayer's assistant (NSW and Victoria)	.95

This allowance shall be paid in lieu of all special rates prescribed in clause 12 of the award except 12(1)(b) and 12(1)(c), and shall be regarded as part of the wage rate for all purposes of the award.

6 - APPRENTICES

An apprentice refractory bricklayer shall be paid the appropriate percentage as prescribed by clause 46 - Junior labour, of the wage rates and allowances prescribed by clauses 4 and 5 of this appendix.

Unless otherwise expressly stipulated by this appendix or specified in any subsequent variation thereof, no apprentice shall be reduced in status or position nor have his rate of remuneration reduced or any of his conditions of employment adversely affected as a consequence of the making of this appendix.

7 - PROTECTION OF EMPLOYEES

Supply of overalls, gloves, boots

(a) Gloves shall be supplied when employees are engaged on repair work and shall be replaced as required, subject to employees handing in the used gloves.

(b) Boots shall be supplied upon request of the employee after six weeks employment, the cost of such boots to be assessed at \$48.40 and employees to accrue credit over a 20 week period at the rate of \$2.55 for the first nineteen weeks with the balance to be paid in the twentieth week.

Employees leaving or being dismissed before 20 weeks employment shall pay the difference between the credit accrued and the \$47.50. The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the employee not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer. Upon issue of the boots, employees may be required to sign the authority form in or to the effect of the annexure to this clause. Boots shall be replaced each six months, dating from the first issue.

(c) Where necessary, when bricklayers are engaged on work covered by this appendix overalls will be supplied upon request of the employee and on the condition that they are worn while performing the work.

Annexure to clause 7

The employee claiming the supply of boots in accordance with subclause (b) of this clause may be required to sign a form giving an authority to the employer in accordance with the following:

Appx F:7 - contd

Deduction form

_____, acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of clause 7 of this appendix. Should the full cost of the boots (\$47.50) not be met by accumulation of credit over a 20 week period at the rate of \$2.50 per week for the first nineteen weeks with the balance to be paid in the twentieth week from _____ I authorise deductions from any moneys due to me by my employer _____ of an amount necessary to meet the difference between the credit accrued and \$47.50.

Signed.....

Date.....

8 - INTERSTATE TRAVEL

The parties to this appendix recognise that refractory bricklayers, in accordance with clause 24 of the award shall make themselves available to undertake work in accordance with this appendix, and if necessary be prepared to travel throughout Australia to carry out the work of refractory bricklayer.

9 - OTHER CONDITIONS

The conditions of employment, rates and allowances, except so far as they are otherwise specified in this appendix shall be the conditions of employment rates and allowances of the award as varied from time to time.

Provided that the tool allowance for a refractory bricklayer in clause 11 of the award and the weekly base rate prescribed in this Appendix shall be in lieu of any base rate prescribed by subclause 9.1(a).

10 - SCHEDULE OF RESPONDENTS

- Andreco Pty. Ltd., 9 Stoddart Road, Prospect, NSW, 2149
- Ashlar Engineering Pty. Ltd., 40 Duggan Crescent, Connells Point, NSW, 2221
- Australian Industrial Refractories Ltd., P.O. Box 235, Coorparoo, QLD, 4151
- Beech J.W. Pty. Ltd., 36 Gladys Street, Stones Corner, QLD, 4120
- Brem L.M. & I. Co. Pty. Ltd., 40 Duggan Crescent, Connells Point, NSW, 2221
- C.C.R. Engineering Pty. Ltd., 10 Edinburgh Road, Marrickville, NSW, 2200
- Crow Industrial Pty. Ltd., 660 Warrigal Road, Chadstone, VIC, 3148
- Davidson Ray Pty. Ltd., Cnr Oaks and Old Windsor Roads, Toongabbie, NSW, 2146
- Ellis Furnace and Incinerator Co.Pty. Ltd., 12 Bridge Street, Rydalmere,

NSW, 2146

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Hilldav Industries, 108 Oaks Road, Old Toongabbie, NSW, 2146

N.J. Hurlll and Co. (Aust) Pty. Ltd., 190 Bourke Road, Alexandria, NSW, 2015

A. Kahane and Co. Pty. Ltd., 4 Bachell Avenue, Lidcombe, NSW, 2141

McDonald Bros. and Co. (Lidcombe) Pty. Ltd., Cnr Great Western Highway and Toongabbie Road, Girraween, NSW, 2145

Nonporite (NSW), 76 Helen Street, Sefton, NSW, 2162

Pfizer Quigley, 83 Chandos Street, St. Leonards, NSW, 2065

Sanders Shotcreting and Refractory Services Pty. Ltd., 37 Freya Street, Kareela, NSW, 2231

Simon Carves Australia, Newport Power Station, Newport, Vic, 3015

Wardrobe Refractories Pty. Ltd., 94a Yala Road, Bangor, NSW, 2234

APPENDIX G

[Appx G varied by V012 ppc 19Jul91; V015 ppc 29Aug91]

NEW SOUTH WALES - SITE PROVISIONS

1.1 - KOSCIUSKO NATIONAL PARK - SITE ALLOWANCE

Employees engaged on major construction projects in the Kosciusko National Park shall be paid a site allowance of \$1.47 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.

PORT KEMBLA COAL LOADER PROJECT

2 - OPERATION AND DURATION

This appendix shall come into force, except as provided in clause 3, on and from 30 November 1979 and shall continue in force until 31 May 1981.

3 - SPECIAL PROJECT ALLOWANCE

Employees on site shall be paid an allowance of 99 cents as a flat payment for each hour worked. Such allowance shall be in lieu of all special rates applicable under the award with the exception of paragraph 12(1)(j) - Toxic substances. The rate shall apply from the first pay period to commence on or after 30 November 1981.

APPENDIX H - VICTORIA - SITE PROVISIONS

[Appx H varied by V003 ppc 10Dec90; V012 ppc 19Jul91; V015 ppc 29Aug91]

PART 1

1 - PERFORMING ARTS COMPLEX, VICTORIAN ARTS CENTRE [Deleted by V015]

1 - ALTONA PETRO-CHEMICAL ALLOWANCE

An employee working on construction work (as defined) within an 8 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 1 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 69 cents per hour extra.

Provided that this allowance herein prescribed shall not apply in respect to work on the premises of Petroleum Refineries of Australia Ltd. The parties rights are reserved in respect to this proviso after 22 September 1979.

2 - CONCERT HALL PROJECT, VICTORIAN ARTS CENTRE [Deleted by V015]

2 - SHELL REFINERY, VICTORIA

Employees working in the Shell Refinery at Corio, Geelong, Victoria, shall be paid an all purpose allowance of 65 cents per hour extra.

4 - WORLD TRADE CENTRE SITE, MELBOURNE [Deleted by V015]

5 - ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY [Deleted by V015]

6 - VICTORIAN PUBLIC WORKS DEPARTMENT [Deleted by V015]

8 - BONEGILLA ARMY DEVELOPMENT [Deleted by Award]

9 - TANJIL (BLUE ROCK) DAM [Deleted by V015]

10 - BOX HILL TRANSPORT CENTRE [Deleted by V015]

11 - EXHIBITION STREET TELEPHONE EXCHANGE [Deleted by V015]

PART 2

[Part 2 deleted by V015 ppc 29Aug91]

APPENDIX I - QUEENSLAND - SITE PROVISION

[Appx I varied by V012 ppc 19Jul91; V015 ppc 29Aug91]

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 Trades Award - State of the Industrial Conciliation and Arbitration Commission of Queensland as varied from time to time.

2 - IWASKI RESORT PROJECT [Deleted by V015]

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 \$40.73 per week.

4 - "PORTSIDE", SOUTH BRISBANE - SITE ALLOWANCE [Deleted by V015]

5 - "PRECINCT" BUILDING, BRISBANE - SITE ALLOWANCE [Deleted by V015]

6 - THE ROYAL CHILDRENS HOSPITAL, HERSTON, BRISBANE - SITE ALLOWANCE
[Deleted by V015]

7 - "STANTON CREST", TOWNSVILLE - SITE ALLOWANCE [Deleted by V015]

8 - GOLD COAST COMMUNITY PROJECT, BUNDALL - SITE ALLOWANCE [Deleted by V015]

9 - DEPARTMENT OF MAPPING AND SURVEY BUILDING, WOOLLOONGABBA
- SITE ALLOWANCE [Deleted by V015]

10 - TOOWOOMBA HOSPITAL EXTENSIONS, TOOWOOMBA - SITE ALLOWANCE
[Deleted by V015]

APPENDIX J - WESTERN AUSTRALIA - SITE PROVISIONS

[Appx J varied by V003; V007 ppc 24Dec90; V009 ppc 23Apr91; V009a ppc 23Apr91; V012 ppc 19Jul91; V013 from 23Apr91; V015 ppc 29Aug91; V029 ppc 09Nov92]

PART 1

TOM PRICE EXCESSIVE DUST ALLOWANCE
(Deleted)

PART 2

2.1 - MUJA POWER STATION
(Deleted)

2.2 NORTH WEST SHELF GAS PROJECT (WESTERN AUSTRALIA)

2.2.1 Application

This appendix shall apply to members of the unions specified in clause 7 of the award employed by respondent employers to the National Building and Construction Industry Award 1990 as amended and consolidated who perform work within the scope of the award (as defined in clause 2 hereof) on the North West Shelf Gas Project, Burrup Peninsula in the State of Western Australia.

The provisions of the National Building and Construction Industry Award 1990 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.

In the event of any dispute arising concerning the application of this appendix, and agreement on the matter cannot be reached by the parties, the matter shall be referred to the Australian Industrial Relations Commission for determination.

2.2.2 Scope

This appendix shall apply to all work associated with the construction of the North West Shelf Gas Project on the Burrup Peninsula.

2.2.3 Intent

Agreement has been reached for the terms of this appendix with contractors, unions and employees thereby enabling a constructive and co-operative approach to industrial relations.

Furthermore, specific provisions are established to assist in that approach and to ensure a minimum of non-productive time for any reason and that the objectives of productivity, efficiency, safety and a satisfying and harmonious work environment are met.

The unions also commit that there shall be "no extra claims" in accordance with clause 19 of this appendix.

It is the intention of the parties to constantly work towards the achievement and enhancement of those objectives by all measures available to them, including adherence to the provisions of this appendix at all times.

Appx J:Pt 2 - contd

2.2.4 Operation

The term of this appendix shall be for the duration of the construction of LNG Train 3 of the project and supporting utility systems, the Goodwyn Related Onshore facilities and any other construction work which occurs concurrently on the site and shall take effect from the beginning of the first pay period commencing on or after 23 April 1991.

2.2.5 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 \$1.34 per hour for each hour worked.

2.2.6 Special rates

Employees shall be paid an allowance at the rate of \$2.82 per hour for each hour worked to compensate for a disabilities associated with the following classes of work and in lieu of the relevant amounts in clause 12 of this award, whether or not such work is performed in any one hour.

- (a) dirty or offensive work;
- (b) work in wet places;
- (c) work in any confined space;
- (d) 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;
- (e) 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 12 of this award.

2.2.7 Safety footwear

- (a) Each employee when commencing on site shall be entitled to the supply of one pair of safety boots as a free issue.
- (b) Each employee shall be entitled to a payment of 10 cents per hour for each hour worked to enable him/her to maintain and replace his/her safety footwear as necessary.
- (c) It is a condition of employment that employees wear and maintain in good condition their safety footwear. It is recognised by the parties to the appendix that failure to observe these regulations may result in

disciplinary action.

Appx J:Pt 2 - contd

2.2.8 Living away from home

- (a) Married employees who qualify for the provisions of paragraph 24.3(b) of this award and who choose to live in a caravan or any other accommodation will be paid an allowance of \$275.00 per week in lieu of the allowance prescribed therein.

The quantum prescribed in this subclause may be reviewed by the parties after a period of six months from 1 October 1987 and every six months thereafter subject to rent, caravan hire and caravan site charge movements in Karratha.

- (b) For the purpose of this clause a married employee includes:
- (i) A person who has a de facto spouse, and
 - (ii) A person who is a sole parent with dependent children.
- (c) Employees who qualify for the allowance prescribed in subclause (a) hereof and who elect to lawfully return home in the event of a Christmas shutdown 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 subclause (a) hereof.

2.2.9 Travel allowance

Employees performing work to which this appendix applies and residing at Roebourne shall, in lieu of the provisions of clause 15 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 subclause 15.6 of this award.

2.2.10 Rest and recreation leave

Employees engaged on work to which this appendix applies and who qualify for rest and recreation leave in accordance with subclause 24.8 of this award shall be entitled to such leave after 10 week's continuous service in lieu of the four months continuous service provided therein.

2.2.11 Christmas leave and travel

Employees who qualify for the provisions of clause 10 of this appendix may return to their home or to Perth or to any other place at Christmas:

- (a) by availing himself/herself of the entitlement to leave and travelling prior to the completion of the next accrual period; or
- (b) by availing himself/herself 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 unless the services of the employee are terminated by 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 his/her contract of employment.

Appx J:Pt 2 - contd

2.2.12 Rostered days off

Notwithstanding the provisions of subclause 16A(1) of this award the employer and the employee may agree to accrue up to a maximum of 5 rostered days off to be taken at a mutually agreed time.

If agreement cannot be reached the shop steward/union shall be involved and the project disputes procedure shall be followed.

Provided that should the services of an employee terminate with any such accrued rostered days off not taken he/she shall be given payment in lieu of those days.

2.2.13 Rest periods

- (a) Employees engaged on work to which this appendix applies shall, in lieu of the provisions of subclause 17.1 of this award, be entitled to one break of 10 minutes each morning and one break of 10 minutes each afternoon.
- (b) 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 time prescribed for rest periods in this clause.

2.2.14 Meal interval

Notwithstanding the provisions of subclauses 16A(1) (h), (i) and (j) 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 purpose of a meal.

2.2.15 - Meal Allowance

Notwithstanding the provisions of clause 23 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.

In all other respects the provisions of clause 23 of this award shall apply for the purposes of this clause.

2.2.16 Cyclone procedure

- (1) Notwithstanding the provisions of this award and subject to the provisions of this clause, the following apply when, because of a cyclone, the employer stands down those employed under this appendix.
- (2) Each employee who:

- (a) at the commencement of the cyclone period reports for and remains at work until otherwise directed by the employer, and
- (b) following the "all clear" resumes duty in accordance with the direction of the employer;

Appx J:Pt 2 - contd

shall be paid for the normal rostered ordinary time and overtime hours occurring during the stand down.

- (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.
- (3) An employee who, on any day during the cyclone stand down:
- (a) is required for work and is requested to do so by the employer; and
- (b) is not willing or available to work when so requested, is not entitled to pay for that day.
- (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 2-1/2 times the single time rate.
- (5) (a) After the "all clear" has been given each employee shall be notified by the employer of:
- (i) the time at which normal operations are to resume; and
- (ii) the time at which employees are to resume work; and
- an employee who does not present for work at the time referred to in subparagraph (ii) hereof is in respect of that day only entitled to payment for time worked.
- (b) The notification to be given by the employer to the employee pursuant to paragraph (a) 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.
- (6) 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 cyclone, be usefully employed, the employer may stand the employee down without pay.

2.2.17 Project disputes procedure

Disputes procedure

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.

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The parties agree that at all times to abide by the following procedure and work will continue without any industrial action while the parties seek resolution.

Note 1: 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.

Note 2: 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.

Note 3: The employer shall ensure that all practices applied during operation of the procedure are, in accordance with safe working practices and consistent with established custom and practice at the workplace.

Note 4: Sensible time limits shall be allowed for the completion of steps 2 and 3 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. The employee and/or his/her shop steward shall discuss claim/or grievance with his/her foreman or supervisor.
2. 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.
3. 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 Confederation of Western Australian Industry, in a further attempt to resolve the matter through direct negotiation.

If the matter is not resolved by negotiation in accordance with steps 2 to 3 hereof, the parties shall record the matter(s) which remain in dispute and that this procedure has been complied with.

4. 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 2 to 3 are being

followed.

5. Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the dispute.

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Demarcation

In the event of two or more unions competing for the same work and an issue of demarcation arises, the following procedure should apply.

All unions agree that as different unions claim different work around the country, rather than the competing unions resorting to industrial action in support of their claims, they will maintain the manner or method of carrying out the work immediately prior to the claims being made and will resolve inter-union disputes by negotiation.

Where the union parties are unable to resolve the demarcation they will agree to refer the matter to the Australian Industrial Relations Commission or the Western Australian Industrial Relations Commission.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this procedure.

Contractors acknowledge that they will work all employees in accordance with their trade/licence or skill competence and recognise employees will be worked within their assigned classifications.

Furthermore, where the nature of the work requires or where circumstances arise, an employer may require a non-tradesperson to undertake duties of a routine or general nature which he/she would not normally perform within his/her classification but for which he/she is competent.

In such circumstances the employee will be paid at the higher rate of pay for which he/she is classified.

2.2.18 Safety procedures

1. Employee health and safety representatives

Subject to the provisions of the Occupational Health, Safety and Welfare Act 1984:

- (i) Each main subcontractor will have an employee health and safety representative and deputy (the deputy to relieve during the absence of the health and safety representative), in each major construction area who will represent all workers employed by both the subcontractor and lower tier subcontractor in that area.
- (ii) Any worker may contact the management or health and safety representative as he/she requires. If a health and safety representative does not have the required knowledge in a specific field, he/she may call upon a person within that contract who has the appropriate knowledge or, subject to authorisation by his/her supervisor, to contact a person outside that contract who has the appropriate knowledge.
- (iii) Each health and safety representative shall meet weekly with the

subcontractor's nominated safety co-ordinator to discuss the subcontractor's safety programme.

- (iv) If it becomes apparent that more than one employee health and safety representative is required on a contract because of the nature of the job, further discussions will take place between the parties, (KJK, subcontractor and unions).

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- (v) There will not be any deduction of wages for time spent on safety matters by the health and safety representative when the time so spent has been authorised by his/her employer.
- (vi) Each health and safety representative will be identified by an appropriate sticker which will be affixed to his/her safety helmet.

2. Area safety advisory committee

- (i) An area safety advisory committee shall be established in each major construction area.

The area safety advisory committee will consist of the KJK area manager, KJK accident prevention advisors, subcontractors' nominated safety co-ordinators and employee health and safety representatives' working within the defined area. There shall be one employee health and safety representative for each subcontractor working within the defined area.

Each subcontractor representative(s) shall only be required to attend one area safety advisory committee each fortnight.

- (ii) Subcontractors shall be designated to an area safety advisory committee based on the area within which the majority of the subcontractor's work is to be performed.
- (iii) The area safety advisory committee meeting will be held fortnightly with a duration normally of one hour. The area safety advisory committee shall review the safety performance within that area.

3. Safety disputes settlement procedure

Subject to the provisions of the Occupational Health, Safety and Welfare Act 1984 the following procedures shall apply in addition to those matters set out elsewhere in this clause for the resolution of safety grievances at the work place and shall be "the relevant procedure" for the purposes of section 24 of the said Act.

It is the intention of this procedure to prevent injury and to eliminate disputes likely to cause stoppages of work and loss of earnings.

Note: Nothing in this procedure presents an employee from refusing to work where he/she has reasonable grounds to believe that to continue to work would expose him/her or any other person to a risk of imminent and serious injury or imminent and serious harm to his/her health.

In such cases the employee shall forthwith notify his/her immediate supervisor and safety representative.

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Safety grievance procedure

- (i) Employees shall raise problems of a safety nature with their foreperson or supervisor in the first instance.

Where an employee encounters what he/she believes to be a safety hazard or is allocated work to perform in what he/she considers constitutes an unsafe situation, he/she shall immediately advise his/her foreperson or supervisor and the work process in question shall not be carried out until such time as the matter has been finally determined except under such conditions as are agreed between the parties.

- (ii) Supervisor shall immediately discuss the matter with the employee with a view to resolving the problems without delay.
- (iii) Should the safety grievance remain unsolved, the management of the employees concerned, the health and safety representative with that employer in that area, and a KJK accident prevention advisor, shall meet and inspect the work area to ascertain a resolution to the safety grievance.
- (iv) If the safety grievance is still not resolved, the construction safety branch inspector and the appropriate official of the union or unions concerned shall be advised by the subcontractor. The construction safety branch inspector may be requested by any of the parties to advise on the application and interpretation of the Occupational Health, Safety and Welfare Act 1984 and Occupational Health, Safety and Welfare Regulations 1988. Nothing herein shall limit the parties rights under the Occupational Health, Safety and Welfare Act 1984.
- (v) All parties shall endeavour to maintain continuous productive work for those workers not in the immediate area concerned. Employees who have refused work or have been removed from the immediate area where a safety hazard exists, may be allocated by the subcontractor, alternative work in another area in accordance with section 27 of the Occupational Health, Safety and Welfare Act 1984.
- (vi) Provided the above safety grievance procedure is complied with, entitlements to pay and other benefits shall continue in accordance with Section 28 of the Occupational Health, Safety and Welfare Act 1984.

4. Minimum scaffold requirements

- (i) Proper access, kickboards and planks are to be lashed to have uniformity of scaffolding around the site. Kickboards are required to be installed on all working platforms that exceed 3 metres in height.
- (ii) When a licenced scaffolder is required to supervise the erection of scaffolding and the licenced scaffolder is completely satisfied that the requirements have been met (no bent tubes, frames, etc.), he/she will affix his/her personal tag to such scaffold.

- (iii) Any scaffold to be built above 6 metres from the ground must be erected under the direct visual supervision of a licenced scaffolder.
- (iv) Any tubular scaffolding to be built, as referred to in schedule 6 of the Occupational Health, Safety and Welfare Regulations 1988, must be erected under the direct visual supervision of a licenced scaffolder.

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(v) All incomplete scaffolds will have a sign placed on them stating:

DANGER - KEEP OFF
SCAFFOLDERS ONLY

(vi) Scaffolders are not expected to erect any scaffolding if there is insufficient material, or if the material for the scaffolding is of a sub-standard nature.

(vii) Scaffolding erected in an unworkmanlike manner will not be acceptable on the site.

(viii) Unauthorised persons shall not interfere with scaffolds.

(ix) A person shall not do the work of an unlicensed scaffolder unless:

(a) He/she has been issued with a "permit" by a KJK on-site accident prevention advisor following advice from the employer that the proposed unlicensed scaffolder has had suitable experience. Suitable experience shall mean that a person has had a minimum of 3 months experience in construction work.

(b) He/she works under the visual supervision of a licensed scaffolder on work defined in paragraph (iii) and (iv) hereof.

An unlicensed scaffolder may perform scaffolding work on work other than scaffolding work defined in paragraph (iii) and (iv) hereof, without the requirement to work under the visual supervision of a licensed scaffolder.

(x) Only persons authorised in accordance with the above procedures shall erect scaffolding work.

5. Unsatisfactory equipment

(i) Workmen/workwomen shall not be required to use unsafe or unsatisfactory rigging or scaffolding equipment.

(ii) All chain slings shall be clearly marked with their safe working load.

(iii) KJK shall provide an area away from the work site where any unsatisfactory scaffolding and rigging gear may be deposited after the employer concerned has been notified.

6. Transport on site

No worker shall ride in the back of a vehicle which does not have suitable seating and adequate covering.

7. Excavations or trenches

A worker shall not enter an excavation or trench, as referred to in Division 4 of Part 9 of the Occupational Health, Safety and Welfare Regulations 1988, unless that excavation or trench has been inspected by an inspector of the construction safety branch or a KJK site accident prevention advisor.

Appx J:Pt 2 - contd

8. Excavation and driving of pegs procedure

Prior to any excavation or peg driving below grade is commenced anywhere on the site, details of the proposed excavation location, method and reasons are to be submitted to KJK for approval in accordance with the excavation permit procedure.

Under no circumstances shall any excavation or peg driving proceed until the employee carrying out the work has an approved permit which he/she has signed and the excavation area has been marked showing any other services in the area.

No employee is expected to perform such work unless he/she has a copy of the excavation permit in his/her possession.

2.2.19 No extra claims

In addition to clause 9A - No Extra Claims - of the award, it is a condition of this appendix that the unions undertake for the term of this appendix not to pursue any extra claims in respect to construction work on the Burrup Peninsula except for the progressive updating of existing matters to include all applicable National Wage Case decisions and consistent with National Wage Case principles.

2.2.20 Saving

Neither this appendix nor any part thereof shall be used by the employers or the unions before any Industrial Tribunal or in private negotiation in respect of proceedings by or against any other employer or union as it is recognised that the conditions of this appendix relate only to the special and isolated circumstances which exist in respect to construction work on the Burrup Peninsula.

2.2.21 Liberty to apply

Liberty is reserved to the union to make application to amend this appendix in regard to claims for flexibility in the taking of RDO's and other accumulated leave and the granting of annual leave travel assistance for non distant workers.

2.3 - WORSLEY ALUMINA REFINERY PROJECT (Deleted)

2.4 - WOODMAN POINT WASTEWATER TREATMENT PLANT - EXTENSION 1 CONTRACT (Deleted)

2.5 - PINJARRA AND KWINANA ALUMINA REFINERIES

2.5.1 Scope

This Appendix will apply to the Pinjarra and Kwinana Alumina Refineries.

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2.5.2

- (1) An additional allowance of \$1.44 per hour shall be paid for each hour worked on the Alcoa Kwinana Alumina Refinery.
- (2) An additional allowance of \$1.23 per hour shall be paid for each hour worked on the Alcoa Pinjarra Alumina Refinery and the Huntley, Del Park and Jarrahdale Mine Sites.
- (3) Such allowance is specifically prescribed to cover all disabilities associated with construction work at the Pinjarra and Kwinana Alumina Refineries or the Huntley, Del Park and Jarrahdale Mine Sites.

2.5.3 Travelling allowance

In lieu of the provisions of clause 15 of this award the following travelling allowances shall be paid only to workers at the Pinjarra Alumina Refinery:

	Per day \$
(a) Employees residing in the Pinjarra township shall be paid as provided for in the award:	10.40
(b) Employees other than provided for in (a) above and who travel from a point:	
(i) Up to 32km from the job site	20.80
(ii) 32km - 50km radius from the job site	27.80
(iii) Over 50km radius from the job site	33.30
(c) 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.	
(d) (i) An employee shall not be entitled to the allowance prescribed in (c) hereof unless and until he submits a written statement to his employer setting out his place of residence and the number of kilometres he is required to travel from his home to the job by the shortest possible route.	
(ii) An employee who submits a statement to his employer within fourteen days of the date of this order shall be deemed to have submitted that statement on the third day of July, 1981.	
(iii) An employee who wilfully sets out an incorrect distance in his	

written statement shall be deemed guilty of wilful misconduct.

Appx J:Pt 2 - contd

2.6 - WAGERUP ALUMINA REFINERY

2.6.1 Scope

This appendix will apply to the Wagerup Alumina Refinery.

2.6.2 Site allowance

A site allowance of 66 cents per hour for each hour worked shall be paid on all work performed at the Wagerup Alumina Refinery Site.

2.6.3 Travelling allowance

In lieu of the provisions of clause 15 of this award the following travelling allowances shall be paid only to workers at the Wagerup Alumina Refinery:

- (a) Employees residing in the Waroona township and the Waroona township Caravan Park shall be paid as provided for in the award: \$7.60 per day.
- (b) Employees other than provided for in (a) above and who travel from a point:

	Per day \$
(i) Up to 32km radius from the job site	15.00
(ii) 32km - 50km radius from the job site	20.00
(iii) 50km-68km radius from the job site	24.70
(iv) Over 68km radius from the job site	34.80

- (c) 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 sixty kilometres from his 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 eighty kilometres from his home to the job shall be paid an allowance of \$34.80 per day.
- (d)
 - (i) An employee shall not be entitled to the allowance prescribed in (c) hereof unless and until he submits a written statement to his employer setting out his place of residence and the number of kilometres he is required to travel from his home to the job by the shortest possible route.
 - (ii) An employee who wilfully sets out an incorrect distance in his written statement shall be deemed guilty of wilful misconduct.

Appx J:Pt 2 - contd

2.7 - ARGYLE DIAMOND MINE CONSTRUCTION PROJECT - ARGYLE

2.7.1 Application

This appendix shall apply to members of the union specified in clause 7 - Parties and persons bound, of the award, employed by respondent employers to The National Building and Construction Industry Award 1990 as amended and consolidated who perform work within the scope of the award (as defined in clause 2 hereof) on the Argyle Diamond Mine Construction Project at Argyle in the State of Western Australia.

The provisions of The National Building and Construction Industry Award 1990, 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.

2.7.2 Scope

This appendix shall apply to all construction work on the Argyle Diamond Mine Construction Project at Argyle in the State of Western Australia.

2.7.3 Operation

The term of this appendix shall apply on and from 1 December 1983 and shall remain in force until 31 December 1985.

2.7.4 Site disability allowance

(a) A site disability allowance of \$2.49 per hour for each hour worked shall be paid to compensate the employee for all disabilities associated with construction work on the Argyle Diamond Mine Construction Project at Argyle in the State of Western Australia.

(b) Of the allowance specified in 2.7.4(a), an amount of 40 cents per hour for each hour worked shall be deferred and paid as an allowance on termination of employment on the Argyle Diamond Mine Construction Project at Argyle in the State of Western Australia.

(c) Notwithstanding the provisions of 2.7.4(a), clause 12 - Special rates, of the awards shall apply with the exception that the allowance prescribed in 2.7.4(a) shall be paid in lieu of confined space, dirty work and wet underfoot.

2.7.5 Safety footwear

(a) Each employee when commencing on site shall be entitled to the supply of one pair of safety boots as a free issue.

(b) Each employee shall be entitled to a payment of five cents per hour for each hour worked to enable him to maintain and replace his safety footwear as necessary.

(c) It is a condition of employment that employees wear and maintain in good condition their safety footwear.

Appx J:Pt 2 - contd

2.7.6 Rest and recreation leave

Employees engaged on work to which this appendix applies shall be entitled to rest and recreation leave in accordance with 24(8)(6) after three months continuous service in lieu of the four months of continuous service provided therein.

2.7.7 Living out of camp

(a) Married employees who qualify for the provisions of clause 24 - Living away from home - distant work, and who choose (subject to availability) to live in the Limestone Creek Construction Camp Caravan Park provided by the employer, shall be paid an allowance of \$182.00 per week.

(b) For the purpose of this clause a married employee includes a person who has a de facto spouse.

2.7.8 Additional fares and special leave

Notwithstanding the provisions of clause 6 - Rest and recreation leave, in compensation for the unusual and excessive climatic conditions caused by the Northern wet season peculiar to the Argyle Diamond Mine Construction Site the following shall apply:

(1) An additional airfare plus 2 days leave (1 ordinary day paid for) be paid to employees who are on site (and work) for 50% of the time between 1 January to 31 March 1985.

(2) An additional airfare plus 2 days leave (1 ordinary day paid for) be paid to employees who are on site (and work) for 50% of the time between 1 October to 31 December 1985.

(3) The additional leave referred to in (1) and (2) above to be taken at a time mutually convenient to the employee and the employer.

2.8 - NORTH WEST SHELF GAS PROJECT (WA) OPERATIONS

2.8.1 Application

This appendix shall apply to members of the unions specified in clause 7 - Parties and persons bound, of the award employed by respondent employers to The National Building and Construction Industry Award 1990 as amended and consolidated who perform work within the scope of the award (as defined in clause 2 hereof) on the North West Shelf Gas Project, Burrup Peninsula in the State of Western Australia.

The provisions of The National Building and Construction Industry Award 1990 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.

The provisions of this appendix shall not apply nor be claimed or demanded by any party to be applied other than to employees of the respondent employers when carrying out work covered by this appendix.

Appx J:Pt 2 -contd

2.8.2 Scope

This appendix 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.

2.8.3 Operation

This appendix shall operate for a period of twelve months on and from 24 October 1984.

2.8.4 Burrup contract allowance

In addition to the wage rates prescribed in this award the employer shall pay his employees on 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 traveling, and provision of safety footwear.

2.8.5 Woodside (Burrup Peninsula) onshore operations allowance

An employee covered by this appendix 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.

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.

2.8.6 Cyclone procedure

(a) 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.

(b) Notwithstanding the provisions of the award the employee who is stood down by his employer in accordance with subclauses (a) hereof and who:

(i) at the commencement of the cyclone period reports for
and
remains at work until otherwise directed by the employer,
and;

(ii) following the "all clear" resumes duty in accordance with
the

direction of the employer, shall be paid for his normal rostered ordinary and overtime hours occurring during the stand-down.

A worker who, on any day during the cyclone stand-down:

Appx J:Pt 2 - contd

(iii) is required for work and is requested to do so by his employer; and

(iv) 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.

(c) Work will commence following declaration of the "all clear" in accordance with the "cyclone procedures for the site".

Day workers

(i) If the "all clear" is announced prior to 12 noon, work will commence at 1300 hours on that day.

(ii) If the "all clear" is announced after 12 noon, work will commence at the normal starting time on the following day. In this event stand-down payments in accordance with 2.8.6(b) will continue as normal.

Shift workers

(iii) 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:

(iv) 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 2.8.6(b) will continue as normal.

(d) Where an employee is stood down due to a cyclone pursuant to this clause and performs work at the direction of his employer during the course of the cyclone in accordance with this clause he shall be paid his ordinary hourly rate for each hour worked, in addition to any payment he received under the provisions of this clause.

2.8.7 Safety and security procedures

(1) The employee shall comply with safety regulations determined by the employer and/or Woodside Offshore Petroleum Pty. Ltd., and attend safety meetings, drills and training and to act as a member of emergency and fire crews as required by the employer.

(2) In the interests of the safety of personnel and plant the parties to this order mutually agree that employees covered by this order may be

subject to personal and/or baggage searches on entering or leaving any work site provided that personal searches shall not be carried out without prior agreement between the employer and the union on each occasion.

(3) An employee covered by this order shall display or produce on request a form of personal identification issued for that purpose by the employer.

Appx J:Pt 2 - contd

(4) Any employee who breaches safety or security regulations will be deemed to be guilty of serious misconduct.

2.9 - TELFER MILL EXPANSION PROJECT

2.9.1 Application

This appendix shall apply to members of the unions specified in clause 7 - Parties and persons bound, of the award, employed by respondent employers to The National Building and Construction Industry Award 1990 as amended and consolidated who perform work within the scope of the award (as defined in clause 2 hereof) on the Telfer Mill Expansion Project at Telfer in the State of Western Australia.

The provisions of The National Building and Construction Industry Award 1990, 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.

2.9.2 Scope

This appendix shall apply to all construction work on the Telfer Mill Expansion Project at Telfer in the State of Western Australia.

2.9.3 Operation

The term of this appendix shall apply on and from 27 August 1985 and shall remain in force until 30 November 1986.

2.9.4 Site disability allowance

(a) A site disability allowance of \$2.05 per hour for each hour worked shall be paid to compensate the employee for all disabilities associated with construction work on the Telfer site.

(b) Notwithstanding the provisions of subclause (a) hereof, clause 12 - Special rates, of the award shall apply with the exception that the allowance prescribed in 2.9.4(a) shall be paid in lieu of confined space, dirty work and wet underfoot.

2.9.5 Safety footwear

(a) Each employee when commencing on site shall be entitled to the supply to one pair of safety boots as a free issue. This subclause shall only apply to an employee who is currently employed on the Telfer site at the date of this order.

(b) Each employee shall be entitled to a payment of six cents per hour for each hour worked to enable him to maintain and replace his safety footwear as necessary.

(c) It is a condition of employment that employees wear and maintain in good condition their safety footwear.

APPENDIX L

[Appx L varied by V012 ppc 19Jul91]

ASBESTOS ERADICATION

1 - APPLICATION

This appendix shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

2 - DEFINITION

Asbestos eradication is 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.

3 - CONTROL

All aspects of asbestos work will meet as a minimum standard the provisions of the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.

Without limiting the effect of the above provision, any person who carried out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

4 - OPERATION

This appendix shall come into operation from the first pay period to commence on or after 2 May 1984.

5 - RATE OF PAY

In addition to the rates prescribed in this award, an employee engaged in asbestos eradication (as defined) shall receive \$1.19 per hour worked in lieu of special rates prescribed in clause 12 with the exception of (b), (c), (e), (s), (w) and (ff) of clause 12.

6 - PROTECTION OF EMPLOYEES

Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e., 1716 "Specification for Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.

7 - OTHER CONDITIONS

The conditions of employment rates and allowances, except so far as they are otherwise specified in this appendix, shall be the conditions of employment, rates and allowances of the award as varied from time to time.

This appendix shall not apply to employees engaged on the removal of asbestos

ceiling insulation and renovation work on houses owned by United States Navy at Exmouth and who are receiving the allowance prescribed on 23 February by Commissioner Coleman (Print F4597).

APPENDIX M

[Appx M varied by V012 ppc 19Jul91]

1 - APPLICATION

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

2 - DEFINITIONS

(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 1 millimetre primarily by the process of controlled stimulated emission.

(b) "Laser safety officer", or "LSO" is an employee who in addition to his ordinary work is qualified to perform duties associated with laser safety and is appointed as such.

3 - CONTROL

(a) The provisions of Australian Standards AS 2211-1981 and AS 2397-1980, both as varied from time to time shall be observed where laser equipment is in use, provided that in Victoria the Occupational Health and Safety (Laser Safety) Regulations 1986 as varied from time to time shall apply in lieu thereof and that in South Australia the South Australian Construction Safety Regulations, Part 1, Division 3 as varied from time to time shall apply in lieu thereof.

(b) Provided further that should a State or Territory other than Victoria or South Australia introduce Regulations covering laser safety, a party to this award may make application to vary this award to comprehend such Regulations.

4 - LASER SAFETY OFFICER ALLOWANCE

Where an employee has been appointed by his employer to carry out the duties of a laser safety officer he shall be paid an allowance of \$1.47 per day or part thereof whilst carrying out such duties. It shall be paid as a flat amount without attracting any premium or penalty.

5 - UNION RIGHTS

The provisions contained in this appendix do not imply that union respondents to this award have exclusive rights in performing work with or in connection with laser equipment.

6 - OPERATIVE DATE

This appendix shall come into operation from the beginning of the first full pay period commencing on or after 18 June 1987 for six months.

APPENDIX N

TASMANIA - SITE PROVISIONS

1 - SUPERPHOSPHATE ROCK BLENDING GRANULATED PLANT

Employees engaged in construction of the superphosphate rock blending granulated plant of the EZ Company, Hobart shall be paid a site allowance of 75 cents per hour in lieu of payment of all special rates. The allowance will apply as a flat rate to employees of the principal contractor and all subcontractors and will not apply for any other purpose of this award or attract any premium or penalty.

The 75 cents site allowance should be reduced by the 29 cents per hour dirty work allowance paid during the full contract period, resulting in a nett payment of 46 cents per hour from 22 August 1985.

APPENDIX O

[Appx O varied by V015 ppc 29Aug91]

PART I - CAMP CONDITIONS - WEEKLY HIRE EMPLOYEES

(a) Where employees are required to live in camp for a period of three months or more at any one site:

- will be
- (i) all board and accommodation provided by the employer free of charge and without deduction from the employee's wages; and
 - (ii) all accommodation etc. shall comply with the following minimum standards.

Living accommodation

(b) Living accommodation shall be provided in huts, demountables, transportable units, caravans or other accommodation.

- (i) 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;
 - * 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;
 - * two power points in each room to which electrical appliances can be connected;
- (ii) 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;

Appx O:Pt I - contd

- * four coat hooks on the wall and a towel rail;
- * a ceiling light, a reading light;
- * a wastebasket;
- * a linen ration;

(c) All established camps shall further comprise ablution/laundry facilities.

(i) Ablution units shall provide:

- * all necessary plumbing, drainage and electrical fittings;
- * no fewer than three water closets per 20 workers, each closet walled from floor to ceiling and each possessing a door;
- * hot water reticulation to showers and basins, cold water reticulation to cisterns, showers, basins and to a hose cock for washing down purposes;
- * wall mirrors with a shelf below together with an electrical outlet at each wash basin;
- * shower recesses (at the rate of three for twenty) with bench seat, soap holder, shower curtain and robe hook;
- * soap dispensers and water absorbent paper dispensers;
- * sufficient ventilation and insect screened windows and doors.

(ii) Laundry units shall provide:

- * all necessary plumbing, drainage and electrical fittings;
- * fully automatic washing machines (of ratio of two for 20 or fewer number) fully connected and to hot and cold water and drainage;
- * four sets of double stainless steel laundry troughs, fully connected to hot and cold water and drainage;
- * foldaway ironing boards;
- * 270 litre electric hot water systems, providing hot water for both sections of the unit;

- * electric tumble dryers (to the ratio of two for twenty or fewer number) and external clothes lines;
- * both ablution and laundry units are to be maintained in a clean and hygienic condition.

Appx O:Pt I - contd

(d) All established camps shall further provide recreational facilities.

Recreation units shall provide:

- * a fully enclosed and sealed area suitable for use by 20 persons or fewer number;
- * floors covered with vinyl or like material;
- * twin cycle air-conditioning;
- * insect screened windows and doors;
- * sufficient lighting;
- * chairs and tables;
- * facilities suitable for the consumption of beverages, alcoholic and non-alcoholic, by way of refrigerators or freezers;
- * at least one large screen television (and where necessary in areas of poor reception, an amplifier attached to the antennae), and at least one large radio in full working order.
- * provision for hand basins, water and drainage;
- * power outlets;
- * sufficient room to allow for provisions of games tables;
- * exterior lights;
- * bar/counter.

(e) All established camps shall further provide kitchen/dining facilities.

(i) Kitchen units shall provide:

- * for a fully enclosed and sealed area sufficient for use by 20 persons or fewer number;
- * metal door with insect screen;
- * double leaf servery door;
- * aluminium frames window with flyscreen;

- * pressed metal louvered vent;
- * kitchen;
- * single oven electric or gas commercial range with griddle plate;

Appx O:Pt I - contd

- * range canopy with splashback and raise heatproof floor;
 - * wall exhaust fan with grease filter;
 - * hand basin;
 - * laminated topped counter with shelf under 600mm wide;
 - * overhead shelving 250mm wide;
 - * utensil rack;
 - * refrigerator, minimum of 1133l;
 - * chest freezer;
 - * refrigerator/freezer;
 - * single bowl pot sinks;
 - * electric water heater (3 x 2.8 kW element);
 - * ceiling lights;
 - * power points;
 - * chopping board;
 - * cooler;
 - * three tier timber slatted shelving;
 - * meat rail with hooks;
 - * insulated door with canvas flap;
 - * well glass light;
 - * compressor with cooler evaporator;
 - * freezer;
 - * compressor with freezer evaporator.
- (ii) Dining units shall provide:
- * facilities for use by twenty men;
 - * diner;
 - * 1800mm x 750mm laminate topped dining table;

* stack chairs;

Appx O:Pt I - contd

- * ceiling lights;
- * power points;
- * twin cycle air-conditioning;
- * power point for air-conditioning;
- * all necessary cutlery and crockery sufficient for each man/woman for three meals per day.

Messing system

(f) 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.

Every such mess shall have a committee of management appointed by the workers, whose names shall be notified from time to time to the engineer in charge of the particular work, and such committee of management shall be personally responsible for the conduct and management of the mess and for the loss or damage to any of the articles supplied to the mess by the employer and return to the same, fair wear and tear excepted.

In camps over 30 men/women 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.

(g) 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.

PART II - CARAVAN FACILITIES

Where an employer has established a camp site and provides facilities for employees living in their own caravan or provides caravans for employees:

Appx O:Pt II - contd

(i) All board and accommodation provided by the employer will be free of charge and without deduction from the employee's wages; and

(ii) all accommodation etc., shall comply with the following minimum standards:

Communal facilities

of part (a) Facilities-in-common shall comply with the provisions I hereof.

Caravans

of part (b) In the case of employer supplied vans, the provisions III shall apply.

Sites

(c) As to the sites themselves 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 12 metres by 10 metres which shall include:
 - * 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 5 metres to the park perimeter;
- * in addition to the ablution and laundry facilities provided for in part I, provision shall be made for child bathing facilities;
- * there shall be separate male/female ablution facilities;

- * a system of covered concrete pathways shall link the van site to the ablutions area;
- * a system of low level lighting shall illuminate facilities-in-common;
- * access roads shall be sealed;
- * the park perimeter shall be fenced;

Appx O:Pt II - contd

- * children's playground facilities shall be provided with special care given to shade;
- * multi-coin STD telephone facilities;
- * carwash and maintenance areas, surfaced and with water provided;
- * firefighting services shall be provided in consultation with the camp committee.

PART III - TEMPORARY CAMPS

Camps of less than three months duration and not covered by part I and II of this clause shall be referred to for the purposes of this award as "temporary camps".

Notwithstanding any other provisions of this clause, where people are required to live in camp on an irregular or short-term basis, reasonable and sufficient standard shall mean:

(i) Living accommodation in accordance with subclauses (a), (b), (c), (d), (e), (f) and (g) of the above.

(ii) In the case of employer supplied caravans, it shall be in accordance with the following:

- 12V * water tank 44 gallon capacity, non-corrosive connected to pump and hand pump over sink;
- * water heater 1 only L.P.G. Model aluminium panel;
- * door, Starlite door, fitted with insect screen and an aluminium panel with Lockwood night latch and Lockwood Cylinder lock for the panel door, two sets of keys will be supplied;
- glass * windows, five only "Starlite" windows fitted with solar and insect screens of aluminium;
- * floor covering, vinyl sheet securely glued to the floor, colour selected to match walls and ceilings;
- * hatch, two only Starlite "4 Seasons" roof hatches, fitted with flyscreens;
- * insulation, 25mm thick fibreglass laid in wall, ceiling cavities;

A.L.P.G.

* L.P. gas plumbing will be carried out to comply with Association "Caravan Code"; gas certificate will be issued with caravan;

water

* 12V water pump, one only fitted, to supply hot and cold to shower, hot water cover sink;

Appx O:Pt III - contd

- and
- * 12V traffic lights, all necessary lights, clearance lamps reflectors will be fitted to comply with Traffic Regulations; 7 pin socket will be supplied and fitted, plug will be supplied;
 - * electrical (240V) to A.S.A. Code 3001 - 1977;
 - * generating unit, provisions of a generating unit capable of operating all powered appliances (including twin cycle air-conditioning);

Fittings

- * three only 240V - 12V interior lights;
- * one only 240V - 12V outside light, located near door;
- * one only Utilux plug and base to 12V wiring for traffic lights, 7 pin;
- * independent light switches for exterior and interior lights, both 240V and 12V switches will be clearly marked to show function;
- * one only Electrolux R.M. 46, 2 way (240V - gas) refrigerator (4 cu.ft)/freezer;
- * one only two burner, griller model gas stove with flue and canopy cover;
- * one only 2.6" x 18" stainless steel sink; fixed into
cupboard
with one shelf and plain aluminium splashback fitted, hot and cold water taps;
- * two - 240V power outlets, located near refrigerator;
- * two sets of door keys, per unit will be supplied;
- * one laminate covered table 82cm x 76cm (2'8" x 2'6") with
two
fixed seats, with backrests, will be supplied;
- * two single beds 76cm x 193cm (2'6" x 6'4"), one at each end of the van, with mattresses;
- * one bedside locker to each bed 300mm deep x 400mm width x 610mm height;
- * two mirrors behind wardrobe doors, approximately 10" x 8";

- * two wardrobes with one shelf, hanging rail fitted;
- * three coat hooks placed to advantage;
- * two towel racks;
- * one tea towel hanger;

Appx O:Pt III - contd

- * printed cotton curtains to each of the windows;
- * shower recess with heavy vinyl curtain, hot and cold water, external hose connection fitted to drain pipe, soap holder;
- * adequate cupboard space for groceries.

APPENDIX P - QUEENSLAND TOWER CRANE DRIVERS

[Appx P inserted by V003 ppc 10Dec90; varied by V012 ppc 19Jul91]

1 - WAGES AND ALLOWANCES

(a) Except as elsewhere provided in this award the rates of pay payable to employees in the undermentioned localities shall be that prescribed herein calculated at an hourly rate in accordance with subclause (f) hereof.

Weekly base rates

(b) The following amount shall be applied where appropriate for the purposes of the calculation in subclause (f) hereof of the hourly rate to apply under this award:

The weekly base rate for the purpose of the abovementioned calculation for drivers of lofty cranes and/or tower cranes on multi-storey building construction shall be \$496.00 per week.

(c) The base rates prescribed in (b) hereof shall be increased by the appropriate amount of district allowance set out below when employees are employed in the areas defined:

Northern Division

- (i) 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 the State.

Eastern District

That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude - \$1.10 per week.

Western District

The remainder of the Northern Division - \$2.20 per week in addition to the rate prescribed for the Eastern District.

Mackay Division

- (ii) 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 - 90 cents per week.

Appx P:1 - contd

Southern Division

- (iii) That portion of the State not included in the Northern or Mackay Divisions.

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.

Western District - The remainder of the Southern Division - \$1.05 per week.

Leading hand

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

Per hour cents

(i)	In charge of not more than 1 person	27
(ii)	In charge of 2 and not more than 5 persons	60
(iii)	In charge of 6 and not more than 10 persons	77
(iv)	In charge of more than 10 persons	1.03

Industry allowance

(e) An employee shall be paid an allowance at the rate of \$15.60 per week to compensate for the following disabilities associated with construction work.

- (i) Climatic conditions when working in the open on all types of work.
- (ii) The physical disadvantage of having to climb stairs or ladders.
- (iii) The disability of dust blowing in the wind, brick dust and drippings from newly-poured concrete.
- (iv) Sloppy and Muddy conditions associated with the initial stages of the erection of a building.

- (v) The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold, or bosun's chair.
- (vi) The lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).

Appx P:1 - contd

Hourly rate calculation

(f) The calculation of the hourly rate shall be calculated by adding the amounts prescribed in subclause (b), (c) and (e) hereof and dividing the total by 38.

2 - CONDITIONS

The following provisions shall apply to drivers of lofty cranes and/or tower cranes on building construction projects in Queensland. These provisions are to be read in conjunction with the provisions of this award. Any dispute concerning the application of this appendix shall be dealt with in accordance with the disputes settlement procedure.

Inclement weather

(a) Work performed under this appendix shall be subject to the inclement weather provisions of this award.

Starting in crane

(b) In accordance with custom and practice and previous agreements, each crane driver shall be positioned in his cabin ready to commence work at:

- (i) Starting time each day
- (ii) After the lunch break

Further, facilities will be provided so that each crane driver shall have smoko in his cabin.

Maintenance of cranes

(c) Where a driver is requested to maintain his crane outside ordinary hours, overtime rates will apply.

Stand-by driver

(d) Where an employee is specifically engaged as a stand-by driver, such employee shall be paid at the crane drivers' rate of pay.

Rosters - R.D.O. weekends

(e) (i) A roster will be established and maintained on each site, so that each driver is allowed one Saturday off each month.

(ii) The roster will be organised by mutual agreement of the employees, the employer and the union.

(iii) The builder retains the right to keep the site open with

an

operating crane at all times in accordance with (i) above.

(iv) Companies may wish to arrange their rosters on a company basis rather than a site basis.

(v) The site or Company internal roster may be supplemented by an outside sub-contractor where particular circumstances arise.

Appx P:2 - contd

Crane cabins

- (f) Each crane cabin shall be:
- (i) weather proof;
 - (ii) fitted with air conditioning;
 - (iii) fitted with tinted glass window;
 - (iv) fitted with a two-way radio communication system; and
 - (v) fitted with an adequate seat for the comfort of the driver.

Subclause (ii) and (iii) hereof shall be installed prior to the next occasion the crane is erected on site after 1 August 1987. It will not apply to cranes on-site as at 1 August 1987 until they are dismantled.

APPENDIX R

[Appx R inserted by V028 ppc 15Mar93]

PIECEWORK RATES - VICTORIA

A - TILELAYERS

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

		per square metre	
		\$	
(i)	Wall tiles:		
	152 x 152mm Sand & cement	26.28	
	200 x 200mm Adhesive	17.85	
	100 x 100mm Sand & cement	29.91	
	100 x 100mm Adhesive	20.61	
	Internal coves:		
	Adhesive	5.61	
	Sand & cement	6.47	
		each	
		\$	
	Tile fittings:		
	Adhesive	2.44	
	Sand & cement	4.44	
		per square metre	
		\$	
	Floor tiles laid on wall:		
	Adhesive	20.16	
	Sand & cement	29.91	
		per metre	
		\$	
	Window sills	5.61	
		per square metre	
		\$	
(ii)	Floor tiles:		
	150 x 150mm Sand & cement	21.79	
	240 x 115mm)		
	230 x 110mm)		
	200 x 200mm) Adhesive	17.19	
	100 x 100mm Sand & cement	27.45	
	110 x 110mm Adhesive	18.48	
	Open joint work (without grouting)	3.61	
	Cove skirtings:		

Adhesive
Sand & cement

5.61

6.47

Appx R:A - contd

	per lineal metre	
	\$	
Step treads	5.61	
Step treads:		
(Infill)	10.67	
(Infill and riser)	16.64	
	per square metre	
	\$	
Special ironed joints	3.68	
(iii) Mosaics		
Floors:		
50 x 50mm	Mesh mounted - sand & cement	21.79
50 x 50mm	Adhesive	17.19
25 x 25mm	Paper faced - sand & cement	25.24
25 x 25mm	Adhesive	20.48
Walls:		
50 x 50mm	Mesh mounted - sand & cement	23.48
50 x 50mm)		
25 x 25mm)	Adhesive	26.84

(iv) All other work is to be paid at \$19.50 per hour.

** End of text **