

Modern Award Review 2012: summary of applications by clause to vary *Building and Construction General On-Site Award 2010 (On-Site Award)* (as at 31 August 2012)

Matters: AM2012/48, AM2012/129, AM2012/154, AM2012/207, AM2012/227, AM2012/228 and AM2012/340

Clause Affected	How	Applicant	Matter No	Tribunal Member or Full Bench	Comment
Clause 3.1	Insert following definitions in alphabetical order: <i>“remote work means work required to be performed in any location that is operated by the employer as a remote location, including but not limited to sites operating on a fly in/fly out, drive in/drive out or bus in/bus out basis. remote work cycle means a roster cycle made up of working and non-working days, where the work the subject of that roster cycle is remote work.”</i>	Chamber of Commerce & Industry of Western Australia (CCIWA)	AM2012/227		See new Clause 35 below for comments – incidental to that matter
Clause 3.1	Amend existing clause to include following definitions: <i>“Loading reference rates means rates as calculated under the following provisions:</i> <ul style="list-style-type: none"> • <i>daily hire employees: clause 19.3(a)</i> • <i>weekly hire employees: clause 19.3(b)</i> • <i>casuals: clause 19.3(b)</i> • <i>junior apprentices: clause 19.7</i> • <i>adult apprentices: clause 19.8</i> • <i>trainees: clause 28</i> • <i>electrical and metal tradespersons and their assistants in lift industry: clause 42</i> <i>Ordinary time rates of pay means the rates of pay applicable during ordinary hours.”</i>	Master Builders Australia (MBA)	AM2012/48 AM2012/18 & Ors		Junior apprentices, adult apprentices and trainees in this proposed definition will be considered in the Full Bench proceedings in relation to apprentices, trainees and junior rates Otherwise opposed. However discussion is proposed.

Clause 3.1	Remove reference to new construction work on a multi-storey building.	MBA	AM2012/48		Agreed by the parties and, subject to submissions to SDP Watson, will become a variation – agreed otiose
Clause 4.2	<p>Delete existing clause and replace with following:</p> <p>“4.2 Without limiting the generality of the exclusion, this award does not cover employers covered by:</p> <p>(a) the Manufacturing and Associated Industries and Occupations Award 2010;</p> <p>(b) the Joinery and Building Trades Award 2010;</p> <p>(c) the Electrical, Electronic and Communications Contracting Award 2010;</p> <p>(d) the Plumbing and Fire Sprinklers Award 2010;</p> <p>(e) the Black Coal Mining Industry Award 2010;</p> <p>(f) the Mining Industry Award 2010;</p> <p>(g) the Quarrying Award 2010;</p> <p>(h) the Premixed Concrete Award 2010; or</p> <p>(i) the Asphalt Industry Award 2010.”</p>	Australian Business Industrial (ABI)	AM2012/154		Considered unnecessary by some parties, opposed
Clause 4.2	<p>Vary this clause to read:</p> <p>“4.2 Without limiting the generality of the exclusion, this award does not cover employers covered by:</p> <p>(a) the Manufacturing and Associated Industries and Occupations Award 2010;</p> <p>(b) the Joinery and Building Trades Award 2010;</p> <p>(c) the Electrical, Electronic and Communications Contracting Award 2010;</p> <p>(d) the Plumbing and Fire Sprinklers Award 2010;</p> <p>(e) the Black Coal Mining Industry Award 2010;</p> <p>(f) the Mining Industry Award 2010;</p> <p>(g) the Quarrying Award 2010; or</p> <p>(h) the Timber Industry Award 2010.”</p>	Housing Industry Association (HIA)	AM2012/228		Considered unnecessary by some parties, opposed

Clause 4.8	<p>Replace existing clause with the following:</p> <p>“4.8 Coverage by more than one award <i>(a) where an employer is covered by more than one award, an employee of that employer is covered by the award which is most appropriate considering the employer’s predominant work activities and environment in which the work is predominantly performed.</i> <i>(b) This award does not apply to employers whose predominant activities are the manufacture or fabrication of building products in an off-site or factory environment.”</i></p>	HIA	AM2012/228		Opposed
Clause 4.8 (and coverage clauses across all modern awards)	<p>Where industry-based awards do not contain an appropriate classification for an employee, regard may be had to occupational-based awards which specifically describe the occupation in their coverage clauses.</p>	MBA	AM2012/48		Opposed
Clause 4.9	<p>Insert phrase <i>“residential building”</i> after phrase <i>“industry of general building and construction.”</i></p>	HIA	AM2012/228		Opposed
Clause 4.10(a)	<p>Amend to read as follows:</p> <p><i>“(a) general building and construction means, with the exception of work falling within the meaning of residential building within sub-clause (d) of this clause:”.</i></p>	HIA	AM2012/228		Opposed
New clause 4.10(d)	<p>Define ‘residential building’ as:</p> <p><i>“(i) Work involved in the construction, alteration, extension, restoration, repair, demolition or dismantling of residential buildings, with the exception of multi-storey buildings as defined in clause 3.1;</i> <i>(ii) maintenance undertaken by employees of employers covered by clause 4.1 on such buildings or works described in clause 4.10(d)(i), provided such work is carried out in an on-site environment;</i> <i>(iii) site clearance, earth-moving, excavation, site restoration, landscaping and the provision of access works associated with the activities within clause 4.10(d)(i); and</i> <i>(iv) the installation of fittings and services in any building or works described in clause 4.10(d)(i).”</i></p>	HIA	AM2012/228		Opposed

<p>Clause 7.1 (across modern awards)</p>	<p>Delete word “<i>and</i>” after paragraph (d) and add following new paragraphs: “(f) <i>arrangements for taking leave; and</i> (g) <i>cashing out of paid annual leave, subject to the conditions in subclause 41.11(b).</i>”</p>	<p>Australian Industry Group (AIG)</p>	<p>AM2012/221</p>		<p>Full Bench proceedings in relation to award flexibility . See memorandum dated 28 August 2012 from SDP Watson</p>
<p>Clause 7.1</p>	<p>Amend clause to add following to the list: “(f) <i>frequency of payment;</i> (g) <i>industry specific redundancy provisions; and</i> (h) <i>any the matter within this award provided that the terms of the agreement are not inconsistent with the National Employment Standards within the Fair Work Act 2009.</i>”</p>	<p>HIA</p>	<p>AM2012/228 AM2012/221 & Ors</p>		<p>Full Bench proceedings in relation to award flexibility. See memorandum dated 28 August 2012 from SDP Watson</p>
<p>Clause 9.6</p>	<p>Consider for deletion.</p>	<p>MBA</p>	<p>AM2012/48</p>		<p>OHS consideration – for a Full Bench per SDP Watson directions 3/8/12</p>

Clause 9.7(a)	Amend clause to read as follows: “9.7 Dispute resolution procedure training leave <i>(a) For the purpose of this clause, an eligible employee representative is an employee who:</i> <i>(i) is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and</i> <i>(ii) who is employed by an employer with 20 or more employees.”</i>	HIA	AM2012/228		Opposed There is potential for discussions as to the wording of the provision
New clause 9.8	Insert new clause: “9.8 <i>If a dispute concerns the contract of training of an apprentice it shall be dealt with in accordance with the requirements of the relevant State/Territory training legislation. Otherwise any dispute involving an apprentice shall be dealt with in accordance with this clause.”</i>	Construction Forestry Mining and Energy Union (CFMEU)	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
New clause 10.3	Insert new clause as follows: “10.3 <i>The category of employment in which an existing employee was employed prior to becoming covered by the modern award will not change as a result of the employee becoming covered by the modern award, except by the written agreement of the employer and employee.”</i>	HIA	AM2012/228		Opposed There is potential for joint submissions
Clause 11	Replace “A daily hire employee means a tradesperson or labourer engaged subject to the following provisions:” with “A daily hire employee means a tradesperson or labourer engaged, in the general construction stream (defined in Schedule B), subject to the following provisions:”	CFMEU	AM2012/129		Opposed
Clause 13.3	Amend to clause to read as follows: “13.3 <i>Before commencing a period of part-time employment, the employer and employee will agree in writing:</i> <i>(a) that the employee may work part-time;</i> <i>(b) upon the average number of hours to be worked by the employee and the range of hours and days between which those hours will be worked;</i> <i>(c) upon the classification applying to the work to be performed; and</i> <i>(d) upon the period of part-time employment.”</i>	HIA	AM2012/228 AM2012/221 & Ors		Full Bench proceedings in relation to award flexibility

Clause 14.2	Amend clause to read as follows: <i>“A casual employee is entitled to all of the applicable rates and conditions of employment prescribed by this award except annual leave, paid personal/carer’s leave, paid community service leave, rostered day off accrual, notice of termination and redundancy benefits.”</i>	HIA	AM2012/228		Opposed
Clause 14.3	Replace existing clause with: <i>“An employer, when engaging a person for daily hire or weekly hire casual employment, must inform the employee, in writing, that the employee is to be employed as a daily hire or weekly hire casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant daily pay”.</i>	CFMEU	AM2012/129		Opposed
Clause 14.3	Delete existing clause and replace with following: <i>“An employer, when engaging a person for casual employment, must inform the employee, in writing, that the employee is employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level and the relevant rate of pay.”</i>	ABI	AM2012/154		Opposed
Clause 14.4	Amend clause to read as follows: <i>“A casual employee is entitled to payment for a minimum of four hours’ work at ordinary time rates of pay, plus the relevant fares and ravel patterns allowance”, linked to suggested definition of ‘ordinary time rates of pay’ in clause 3.1.</i>	MBA	AM2012/48		Opposed
Clause 14.5	Replace <i>“A casual employee must be paid a casual loading of 25% for ordinary hours as provided for in this award”</i> with <i>“A casual employee must be paid an additional casual loading of 25%, based on the hourly rates calculated in accordance with clause 19.3, for ordinary hours worked in accordance with clause 33. Hours of Work.”</i>	CFMEU	AM2012/129		Opposed
Clause 14.5	Amend clause to read as follows: <i>“A casual employee must be paid 125% of the hourly rate prescribed in Clause 19.3(b) for ordinary hours as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer’s leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.”</i>	HIA	AM2012/228		Opposed
Clause 14.5	Amend to <i>“125% of loading reference rates”,</i> as per amendment to clause 3.1.	MBA	AM2012/48		Opposed

Clause 14.6	Amend clause to read as follows: <i>"A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates prescribed by clauses 38 – Overtime, and 37 – Penalty rates, provided that: (a) where the relevant penalty rate is time and a half, the employee must be paid 175% of the hourly rate prescribed in Clause 19.3(b) for the employee's classification; and (b) where the relevant penalty rate is double time, the employee must be paid 225% of the hourly rate prescribed in Clause 19.3(b) for the employee's classification."</i>	HIA	AM2012/228		Opposed
Clause 14.6(a)	Amend to "175% of loading reference rates", as per amendment to clause 3.1.	MBA	AM2012/48		Opposed
Clause 14.6(b)	Amend to "225% of loading reference rates", as per amendment to clause 3.1.	MBA	AM2012/48		Opposed
Clause 14.7	Amend clause to read as follows: <i>"A casual employee required to work on a public holiday prescribed by the NES must be paid 275% of the hourly rate prescribed in Clause 19.3(b) for the employee's classification."</i>	HIA	AM2012/228		Opposed
Clause 14.7	Amend to "275% of loading reference rates", as per amendment to clause 3.1.	MBA	AM2012/48		Opposed
Clause 14.8(a)	Replace words "the conversion process" with "the six month period".	HIA	AM2012/228		Opposed
Clause 14.8(c)	Delete following words in the clause – "provisions of clause 14.8", "within four weeks of", "having", and "election".	HIA	AM2012/228		Opposed
Clause 14.8(d)	Delete word "elect".	HIA	AM2012/228		Opposed
Clause 14.8(e)	Delete words "to elect", "seek to elect", and "election".	HIA	AM2012/228		Opposed
Clause 14.8(f)	Delete words "once", "elected", "become and has been", and "employee".	HIA	AM2012/228		Opposed
Clause 14.8(g)	Delete word "elected".	HIA	AM2012/228		Opposed
Clause 14.8(h)	Delete words "elect" and "elect".	HIA	AM2012/228		Opposed
Clause 14.8(j)	Delete words "an election".	HIA	AM2012/228		Opposed

Clause 15(1)(e)	Replace definition of “ <i>approved training provider</i> ” with “ ‘ <i>Registered Training Organisation</i> ’ means a training organisation registered by the Australian Skills Quality Authority, or under state or territory legislation.”	MBA	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 15(3)(c)	Replace “ <i>technical school</i> ” with “ <i>Registered Training Organisation</i> ”.	MBA	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 15.1(c)	Replace “ <i>approved training provider</i> ” with “ <i>Registered Training Organisation</i> ”.	MBA	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 15.2(a)	If FWA decides not to litigate the apprenticeship regulation matter, insert a new clause as follows: “ <i>In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute or regulation will operate in that State or Territory provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.</i> ” The subsequent clauses would be renumbered.	MBA	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 15.2(b)	Replace existing clause with the following: “ <i>(b) Time spent by an apprentice to attend off-the-job training shall be deemed to be work time for all purposes of the award. Without limiting the generality of this provision it includes payment of wages, continuity of employment and the payment of the fares and travel patterns allowance.</i> ”	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors

Clause 15.2(c)	Examine validity of no notice of termination in existing clause, in light of the fact that apprentices are not explicitly excluded from notice of termination entitlements under the <i>Fair Work Act</i> .	MBA	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 15.2(c)	<p>Replace existing clause with the following:</p> <p><i>“(i) An employer shall not terminate an apprentice except in accordance with the provisions of the relevant State or Territory training legislation. Where the termination of an apprentice is not covered by such legislation (e.g. because the apprentice is a trainee apprentice or an existing worker apprentice) the notice of termination provision of the NES shall apply.</i></p> <p><i>(ii) An apprentice terminated (during the period of the apprenticeship) on the grounds of redundancy by an employer shall be entitled to redundancy payments in accordance with clause 17 of the award. For the avoidance of doubt, redundancy will not be payable where employment is terminated solely because an apprentice has completed the apprenticeship pursuant to the training agreement.</i></p> <p><i>(iii) Provided that where the employment of an apprentice by an employer is continued after the completion of the apprenticeship, the period of the apprenticeship will be counted as service for the purposes of the award and long service leave entitlements and in the event that an apprentice is terminated at the end of their apprenticeship and is re-engaged by the same employer within six months of such termination, the period of the apprenticeship will be counted as service in determining any future termination entitlements.”</i></p>	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
New clause 15.2(d)	<p>Insert new clause:</p> <p><i>“The probationary period for an apprentice shall be in accordance with the requirements of the relevant State/Territory training legislation, but shall not exceed 3 months.”</i></p>	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors

New clause 15.2(d)	Insert new clause as follows: <i>“Requirements in relation to the suspension, cancellation or termination of: (i) a training contract; or (ii) a contract of employment that is associated with a training contract and entered into as a part of a training arrangement, including any relevant notice requirements, are derived from the relevant state and territory law.”</i>	HIA	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
New clause 15.2(e)	Insert new clause: <i>“Where an employer or apprentice seeks to suspend or cancel the apprenticeship they must give the other party at least two weeks’ notice in writing identifying the reason for the proposed suspension/cancellation. The employer must also inform the apprentice in writing of the apprentice’s right under the training contract. This clause is additional to and does not replace any entitlements or process under the training contract or the relevant state/territory training legislation.”</i>	CFMEU	AM2012/129 Am2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
New clause 15.2(f)	Insert new clause: <i>“Where a person was employed by an employer immediately prior to becoming an apprentice with that employer, such person will not suffer a reduction in the all purpose rate of pay by virtue of becoming an apprentice.”</i>	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
New clause 15.3(d)	Insert new clause: <i>“Any training undertaken outside of ordinary hours shall be paid at overtime rates.”</i>	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors

Clause 15.6	<p>Replace existing clause with:</p> <p>“Training requirements (a) <i>In order to undertake an apprenticeship a person must be a party to a contract of training registered with the appropriate State or Territory training authority.</i> (b) <i>The employer must provide and/or provide access to training consistent with the contract of training without loss of pay.</i> (c) <i>The employer must provide work that is relevant and appropriate to the vocation and also to the achievements of the qualification referred to in the apprentice’s training contract.</i> (d) <i>Apprentices shall be appropriately mentored consistent with their training contract. Employers must provide the appropriate facilities and experienced people to facilitate the training and supervise the apprentice while at work, in accordance with the Training Plan.</i> (e) <i>Apprentices shall not be left to work alone or unsupervised consistent with the health and safety requirements of the job being performed and the competence of the apprentice.</i> (f) <i>All fees charged by a technical college, school, registered training organisation or TAFE, and the cost of all textbooks required for the apprenticeship, shall be paid for by the employer.”</i></p>	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 15.6	<p>Amend to read as follows:</p> <p><i>“(a) Apprentices attending technical colleges or schools and presenting written reports of satisfactory progress from the training provider must be reimbursed all course fees paid by them in respect of their apprentice training with the employer following completion of the term and presentation of the written report and evidence of payment.</i> (b) <i>If an apprentice’s employment is terminated before the end of the term, the employer will only be liable to pay the course fees for the term on pro-rata basis and on the presentation of a written report of satisfactory progress from the training provider and evidence of payment.”</i></p>	HIA	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 17.2	<p>Delete and replace with the following:</p> <p>“17.2 Definition For the purposes of this clause, redundancy means a situation where the employer no longer requires a person’s job to be performed by anyone. Redundant has a corresponding meaning.”</p>	HIA	AM2012/228		Opposed without prejudice HIA considering withdrawal

New clause 17.3(a)	Insert new clause as follows: <i>"This clause shall apply to employers who employ 20 or more employees (including employees not covered by this award) immediately prior to the termination of employment of employees in the terms of sub-clause 17.2".</i> Consequentially renumber all sub-clauses within clause 17.3.	HIA	AM2012/228		Opposed without prejudice HIA considering withdrawal
Clause 17.3(c)	Amend current words <i>"ordinary time rate of pay"</i> to definition of <i>"ordinary time rates of pay"</i> , linked to suggested definition of <i>"ordinary time rates of pay"</i> in clause 3.1.	MBA	AM2012/48		Opposed
Clause 17.3(f)	Delete paragraph.	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
New clause 17.3(g)	Insert new clause: <i>"The terms of this industry specific scheme are capable of variation in accordance with clause 7."</i>	HIA	AM2012/228		Full Bench with flexibility. See memorandum dated 28 August 2012 from SDP Watson

Clause 19.1	Amend table to read as follows:			HIA	AM2012/228		Opposed but discussion on rationalisation of allowances between parties proposed
	Level	Minimum weekly wage	Minimum hourly wage				
		\$	\$				
	Level 9 (ECW 9)	835.89	22.00				
	Level 8 (CW/ECW 8)	821.99	21.63				
	Level 7 (CW/ECW 7)	803.49	21.14				
	Level 6 (CW/ECW 6)	781.99	20.58				
	Level 5 (CW/ECW 5)	762.49	20.07				
	Level 4 (CW/ECW 4)	740.99	19.50				
	Level 3 (CW/ECW 3)	719.29	18.93				
	Level 2 (CW/ECW 2)	699.99	18.42				
	Level 1 (CW/ECW 1)						
	CW/ECW 1 (level d)	686.19	18.06				
	CW/ECW 1 (level b)	665.39	17.51				
CW/ECW 1 (level a)	652.49	17.17					
Clause 19.2	Include allowances in new Schedule E of the Award and indicate this as 'Skill' allowance not payable for all purposes.			HIA	AM2012/228		Opposed
Clause 19.2	Retain as cumulative allowance.			MBA	AM2012/48		Opposed
Clause 19.2(a)	Replace word "weekly" with "hourly".			HIA	AM2012/228		Opposed
Clause 19.2(b)	Delete existing clause and replace with following: <i>"(b) The allowance in clause 19.2(a) will be payable for the actual hours during which a person is specifically appointed to be a leading hand."</i>			HIA	AM2012/228		Opposed
Clause 19.3	Delete reference to industry allowance and special allowance.			HIA	AM2012/228		Opposed
Clause 19.3(a)	Retain as cumulative allowance.			MBA	AM2012/48		Opposed
Clause 19.4(a)	Amend to "ordinary time rates of pay, plus the appropriate allowance prescribed by clause 25 – Fares and travel patterns allowance", linked to suggested definition of "ordinary time rates of pay" in clause 3.1.			MBA	AM2012/48		Opposed
Clause 19.5	Include allowance in new Schedule E of the Award and indicate this as 'Disability' allowance not payable for all purposes.			HIA	AM2012/228		Opposed
Clause 19.5	Clarify that the standard weekly rate is divisible by 38 hours per week and multiplied by actual hours worked for part-time employees. Retain as cumulative allowance.			MBA	AM2012/48		Opposed

<p>Clause 19.7 (b) to (d)</p>	<p>Delete and replace with following:</p> <p><i>“(b) An apprentice shall be paid a minimum all purpose rate of pay calculated on the total of the percentage of the tradespersons minimum classification rate determined in accordance with the following table, and the allowances prescribed in clause 19.7(e):</i></p> <table border="1" data-bbox="327 347 1346 1126"> <thead> <tr> <th data-bbox="327 347 443 533">Wage Level</th> <th data-bbox="443 347 1084 533">Minimum Training Requirements on Entry</th> <th data-bbox="1084 347 1346 533">% of classification Tradesperson’s Rate (i.e. CW3 minimum rate set out in clause 19.1(a))</th> </tr> </thead> <tbody> <tr> <td data-bbox="327 533 443 596">1</td> <td data-bbox="443 533 1084 596">Prior to the attainment of the minimum training requirements specified for Wage Level 2</td> <td data-bbox="1084 533 1346 596">60%</td> </tr> <tr> <td data-bbox="327 596 443 751">2</td> <td data-bbox="443 596 1084 751">On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing the apprenticeship whichever is the earlier.</td> <td data-bbox="1084 596 1346 751">65%</td> </tr> <tr> <td data-bbox="327 751 443 879">3</td> <td data-bbox="443 751 1084 879">On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 2 whichever is the earlier.</td> <td data-bbox="1084 751 1346 879">75%</td> </tr> <tr> <td data-bbox="327 879 443 1002">4</td> <td data-bbox="443 879 1084 1002">On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 3 whichever is the earlier.</td> <td data-bbox="1084 879 1346 1002">90%</td> </tr> <tr> <td data-bbox="327 1002 443 1126">5</td> <td data-bbox="443 1002 1084 1126">On attainment of 100% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 4 whichever is the earlier.</td> <td data-bbox="1084 1002 1346 1126">100%</td> </tr> </tbody> </table> <p>(c) Delete. (d) Delete.”</p>	Wage Level	Minimum Training Requirements on Entry	% of classification Tradesperson’s Rate (i.e. CW3 minimum rate set out in clause 19.1(a))	1	Prior to the attainment of the minimum training requirements specified for Wage Level 2	60%	2	On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing the apprenticeship whichever is the earlier.	65%	3	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 2 whichever is the earlier.	75%	4	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 3 whichever is the earlier.	90%	5	On attainment of 100% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 4 whichever is the earlier.	100%	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Wage Level	Minimum Training Requirements on Entry	% of classification Tradesperson’s Rate (i.e. CW3 minimum rate set out in clause 19.1(a))																					
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3	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 2 whichever is the earlier.	75%																					
4	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 3 whichever is the earlier.	90%																					
5	On attainment of 100% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification or twelve months after commencing Wage Level 4 whichever is the earlier.	100%																					
<p>Clause 19.7(e)</p>	<p>Delete first and third bullet point.</p>	HIA	AM2012/228 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors																		

New clause 19.9	<p>Insert new clause as follows:</p> <p>“19.9 Annual salary instead of award provisions</p> <p>(a) An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:</p> <p>(i) clause 19 – Minimum weekly wages;</p> <p>(ii) allowances;</p> <p>(iii) overtime and penalty rates; and</p> <p>(iv) annual leave loading.</p> <p>(b) Where an annual salary is paid the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.</p> <p>(c) The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).</p> <p>(d) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.</p> <p>(e) for the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 19.3, 19.7 or 19.8 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, other than those included within the minimum wage calculation specified within clauses 19.3, 19.7 or 19.8, overtime and penalties.”</p>	HIA	AM2012/228 AM2012/221		Full Bench proceedings in relation to award flexibility
Clause 20.1(a)	<p>Amend to read as follows:</p> <p><i>“(a) A tool allowance must be paid for all purposes of the award in accordance with the following table, except where the employer provides the employee with all tools and protective boots necessary to carry out the work or if the employee fails to bring tools to work or maintain tools so that they are safe and suitable for use.”</i></p> <p>Also include all allowances under this clause in new Schedule E to the Award, indicate this as ‘Expense related’ allowance payable for all purposes.</p>	HIA	AM2012/228		Opposed
Clause 20.1(a)	Retain all allowances under the clause as cumulative allowances.	MBA	AM2012/48		Further discussion
Clause 20.1(b)(iv)	Consider for deletion.	MBA	AM2012/48		Opposed
Clause 20.1(b)(vi)	Consider for deletion.	MBA	AM2012/48		Opposed

Clause 20.1(b)(vii)	Consider for deletion.	MBA	AM2012/48		Opposed
Clause 20.1(b)(viii)	Consider for deletion.	MBA	AM2012/48		Opposed
Clause 20.1(c)	Consider for deletion.	MBA	AM2012/48		Opposed
Clause 20.1(d)	Include refractory bricklayers allowance in new Schedule E of the Award, indicate as 'Expense related' allowance payable for all purposes but not payable for residential building.	HIA	AM2012/228		Further discussion
Clause 20.1(d)	Consider for deletion. Reference to tuberculosis should be deleted whether or not this clause is deleted. If the clause is not removed, it should be retained as a cumulative allowance.	MBA	AM2012/48		Opposed
Clause 20.1(d)(iii)	Consider for deletion.	MBA	AM2012/48		Opposed
New clause 20.1(e) and (f)	Insert new clause as follows: <i>"(e) Apprentices shall be paid the full tool allowance (relevant to their trade) in accordance with clause 20.1(a). In addition, an apprentice shall be provided with a basic starter tool kit (relevant to their trade) upon commencement of the apprenticeship. (f) In Queensland apprentices shall be supplied with tools in accordance with the Supply of Tools To Apprentices Order of the Queensland Industrial Relations Commission. This provision ceases to operate on 31st December 2014."</i>	CFMEU	AM2012/129 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 20.2(a)	Include meal allowance in new Schedule E of the Award, indicate as 'Expense related' allowance not payable for all purposes.	HIA	AM2012/228		Further discussion
Clause 20.2(a)	Retain as a single cumulative allowance for all occupations.	MBA	AM2012/48		
Clause 20.2(c)	Include meal allowance-operators in new Schedule E of the Award, indicate as 'Expense related' allowance payable for all purposes.	HIA	AM2012/228		Further discussion
Clause 20.2(c)	Retain unchanged.	MBA	AM2012/48		
Clause 20.3(a)	Include in new Schedule E of the Award, indicate as 'Expense related' allowance not payable for all purposes.	HIA	AM2012/228		Further discussion
Clause 20.3(a)	Consider for deletion. If clause not deleted, retain the allowance as a cumulative allowance.	MBA	AM2012/48		Opposed
Clause 20.3(b)	As above.	HIA	AM2012/228		Opposed

Clause 20.3(d)	Consider for deletion.	MBA	AM2012/48		Opposed
Clause 21.1	Retain as cumulative allowance in the alternative (or move the classification structure).	MBA	AM2012/48		
Clause 21.1 and 21.2	Delete. In the alternative, include allowances in new Schedule E of the Award, indicate as 'Disability' allowances payable for all purposes.	HIA	AM2012/228		Opposed/ Further discussion
Clause 21.10(a)(vi)	Include allowances in new Schedule E of the Award, indicate as 'Skill' allowance not payable for all purposes.	HIA	AM2012/228		Further discussion
Clause 21.10(a)(vi)	Retain the first aid allowance – minimum qualification as a cumulative skill allowance.	MBA	AM2012/48		
Clause 21.10(a)(vii)	Retain the first aid allowance – higher qualification as a cumulative skill allowance.	MBA	AM2012/48		
Clause 21.11	Include allowance in new Schedule E of the Award, indicate as 'Skill' allowance not payable for all purposes (requires amendment to clause 19.3(b) as it is currently payable for all purposes).	HIA	AM2012/228		Opposed/ Further discussion
Clause 21.11	Consider for deletion. In the alternative, retain the air-conditioning industry allowance as is.	MBA	AM2012/48		Opposed/ Further discussion
Clause 21.12	Include allowance in new Schedule E of the Award, indicate as 'Skill' allowance not payable for all purposes (requires amendment to clause 19.3(b) as it is currently payable for all purposes).	HIA	AM2012/228		Opposed
Clause 21.12	Retain the electrician's licence allowance as is.	MBA	AM2012/48		
Clause 21.13	Retain the In charge of plant allowance as is.	MBA	AM2012/48		
Clause 21.13(a)	Include allowance in new Schedule E of the Award, indicate as 'Skill' allowance not payable for all purposes (requires amendment to clause 19.3(b) as it is currently payable for all purposes).	HIA	AM2012/228		Opposed
Clause 21.13(b)	Amend existing clause to read as follows: <i>“(b) An employee who is in charge of a plant: (i) for 5 or more full days or shifts in a week must be paid an additional 4.7% of the weekly <u>standard rate</u> per week; (ii) for less than 5 full days or shifts in a week must be paid an additional 4.7% of the hourly standard week per hour.”</i>	HIA	AM2012/228		Opposed

Clause 21.2	Consider for deletion. Retain as is in the alternative.	MBA	AM2012/48		Opposed
Clause 21.2(a)	Delete words <i>"in addition to the allowance prescribed in clause 21.2"</i> .	HIA	AM2012/228		Opposed
Clause 21.3	Include underground allowance in new Schedule E of the Award, indicate as 'Disability' allowance payable for all purposes but not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.3(a)	Consider for deletion. In the alternative, retain the allowance as a cumulative allowance.	MBA	AM2012/48		Opposed
Clause 21.3(b)	Delete words <i>"and in addition to the allowance prescribed in clause 21.2"</i> .	HIA	AM2012/228		Opposed
Clause 21.4	Include multi-storey allowance in new Schedule E of the Award, indicate as 'Disability' allowances not payable for all purposes and not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.4	Consider for deletion. In the alternative, convert all allowances under this clause to composite disability allowances.	MBA	AM2012/48		Opposed
Clause 21.4(d)	Include allowance in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes and not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.4(d)	Amend clause so that only the towers allowance at clause 22.3(a) should apply to irregular structures. In the alternative, retain as is or convert to composite disability allowance.	MBA	AM2012/48		Opposed
Clause 21.4(g)	Include service core allowance in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes and not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.4(g)	Retain the towers allowance as is or also convert to composite disability allowance.	MBA	AM2012/48		Opposed
Clause 21.6	Include allowance in new Schedule E of the Award, indicate as 'Skill' allowance not payable for all purposes and not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.6	Retain the allowance.	MBA	AM2012/48		Opposed
Clause 21.7	Include allowance in new Schedule E of the Award, indicate as 'Skill' allowance payable for all purposes but not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.7	Consider for deletion. In the alternative, incorporate the carpenter-driver allowance into classification structure.	MBA	AM2012/48		Opposed
Clause 21.8	Include allowance in new Schedule E of the Award, indicate as 'Skill' allowance payable for all purposes but not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.8	Consider for deletion. In the alternative, retain the refractory brick allowance and the refractory bricklaying assistant allowance as cumulative allowances.	MBA	AM2012/48		Opposed

Clause 21.9(a)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes and not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.9(a)	Consider for deletion. In the alternative, retain the coffer dam worker – not under air allowance as cumulative allowance.	MBA	AM2012/48		Opposed
Clause 21.9(b)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes and not payable for residential building.	HIA	AM2012/228		Opposed
Clause 21.9(b)	Consider for deletion. In the alternative, retain the coffer dam worker – under air pressure as cumulative allowance.	MBA	AM2012/48		Opposed
Clause 22.1(d)	Formalise clause to indicate that where a disability-related allowance is a composite allowance, only the higher rate will apply at any given time.	MBA	AM2012/48		Opposed
New clause 22.1(f)	<p>Insert new clause as follows:</p> <p><i>“(f) Subject to the following conditions an employee may be paid a consolidated special rates allowance of 7.9% of the weekly standard rate:</i></p> <p><i>(i) The consolidated special rates allowance is in compensation of all special rates except the following:</i></p> <p><i>(a) Hot work</i></p> <p><i>(b) Cold work</i></p> <p><i>(c) Confined space</i></p> <p><i>(d) Swing Scaffold</i></p> <p><i>(e) Asbestos</i></p> <p><i>(f) Asbestos eradication</i></p> <p><i>(g) Suspended perimeter work platform</i></p> <p><i>(h) Towers allowance</i></p> <p><i>(i) Compressed air work</i></p> <p><i>(ii) An employee is not to be disadvantaged by the payment of the consolidated special rates allowance compared to the payment of the applicable individual special rates that would have otherwise applied from time to time.”</i></p>	CFMEU	AM2012/129		Opposed

<p>Clauses 22.2(a) – (s)</p>	<p>Consider for deletion. In the alternative:</p> <ul style="list-style-type: none"> • Retain the insulation allowance in clause 22.2(a) as a cumulative disability allowance. • Retain the hot-work – artificially between 46 degrees and 54 degrees allowance in clause 22.2(b) as a cumulative disability allowance. • Retain the hot work – artificially above 54 degrees allowance in clause 22.2(b) as a cumulative disability allowance. • Retain the cold work – artificially lower than 0 degrees allowance in clause 22.2(c) as a cumulative disability allowance. • Retain the confined space allowance in clause 22.2(d) as a cumulative disability allowance but amend reference to lack of sufficient ventilation as in breach of OHS requirements. • Convert all allowances under clause 22.2(e) to composite disability allowances. • Retain the explosive power tools allowance in clause 22.2(f) as cumulative skill allowance. • Convert the wet work allowance in clause 22.2(g) to composite disability allowance. • Convert the dirty work allowance in clause 22.2(h) to a composite disability allowance. • Convert both toxic substance allowances in clause 22.2(i) to composite disability allowances. • Convert the fumes allowance in clause 22.2(j) to composite disability allowance. • Convert the asbestos allowance in clause 22.2(k) to a composite disability allowance. • Convert the asbestos allowance in clause 22.2(l) to a composite disability allowance. • Convert the furnace work allowance in clause 22.2(m) to a composite disability allowance. • Convert the acid work allowance in clause 22.2(n) to a composite disability allowance. • Convert all heavy blocks allowances under clause 22.2(o) to composite disability allowances. • Convert the bitumen work allowance under clause 22.2(p) to composite disability allowance. • Convert the height work allowance in clause 22.2(q) to composite disability allowance and restrict to painting trades as per the NBCIA. 	<p>MBA</p>	<p>AM2012/48</p>		<p>Opposed</p>
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	<ul style="list-style-type: none"> Convert the suspended perimeter work platform allowance in clause 22.2(r) to composite disability allowance. Convert the fuels, oils and grease allowance in clause 22.2(s) to composite disability allowance. 				
Clause 22.2(a)	Include allowance in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.2(b)	As above but not payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(c)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(d)	As above but payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(e)	As above but not payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(f)	As above but payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(g)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(h)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(i)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(j)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(k)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(l)	As above.	HIA	AM2012/228		Opposed
clause 22.2(m)	As above but not payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(n)	As above but payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(o)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(o)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause	As above but not payable for residential building.	HIA	AM2012/228		Opposed

22.2(p)					
Clause 22.2(p)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(q)	As above but payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(q)	As above but payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.2(r)	As above but not payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(r)	As above but not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.2(s)	As above but payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.2(t)	Include in new Schedule E to the Award, indicate as 'Skill' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.2(t)	Retain the pile driving allowance as cumulative skill allowance.	MBA	AM2012/48		Opposed
Clause 22.2(u)	As above.	HIA	AM2012/228		Opposed
Clause 22.2(u)	Retain the dual lift allowance as cumulative skill allowance.	MBA	AM2012/48		Opposed
Clause 22.2(v)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.2(v)	Convert the stonemasons – cutting tools not provided allowances to composite disability allowance or delete as redundant noting that it amounts to 3 cents an hour.	MBA	AM2012/48		Opposed
Clause 22.3(a)	Include irregular structures height allowance and service core allowance in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes and not payable for residential building.	HIA	AM2012/228		Opposed

Clause 22.3(a) – (g)	Consider for deletion. In the alternative: <ul style="list-style-type: none"> • Retain towers allowance under clause 22.3(a) or convert to composite disability allowance. • Convert the cleaning bricks using acid allowance in clause 22.3(b) as cumulative disability allowance. • Retain the bagging allowance in clause 22.3(c) as cumulative disability allowance. • Convert the plaster or composition spray allowance in clause 22.3(d) to composite disability allowance. • Convert the slushing allowance in clause 22.3(e) to composite disability allowance. • Convert the dry polishing of tiles allowance in clause 22.3(f) to composite disability allowance. • Convert the cutting tiles with electric saw allowance in clause 22.3(g) to composite disability allowance. 	MBA	AM2012/48		Opposed
Clause 22.3(a)(i)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.3(b)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.3(c)	As above.	HIA	AM2012/228		Opposed
Clause 22.3(d)	As above.	HIA	AM2012/228		Opposed
Clause 22.3(e)	As above.	HIA	AM2012/228		Opposed
Clause 22.3(f)	As above.	HIA	AM2012/228		Opposed
Clause 22.3(g)	As above.	HIA	AM2012/228		Opposed
Clause 22.3(h)	As above.	HIA	AM2012/228		Opposed
Clause 22.3(h)	Convert second-hand timber damaging tools allowance to composite disability allowance.	MBA	AM2012/48		Opposed
Clause 22.3(i)	Consider for deletion. In the alternative, convert roof repairs allowances to composite disability allowances.	MBA	AM2012/48		Opposed

Clause 22.3(i)(i) Roof repairs	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.3(i)(i)	As above but not payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.3(i)(ii)	As above.	HIA	AM2012/228		Opposed
Clause 22.3(j)	Include in new Schedule E of the Award, indicate as 'Skill' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.3(j)	Retain the computing quantities allowance as a cumulative skill allowance.	MBA	AM2012/48		Opposed
Clause 22.3(k)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.3(k)	Convert the grindstone allowance to composite disability allowance.	MBA	AM2012/48		Opposed
Clause 22.3(l)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes and not payable for residential building.	HIA	AM2012/228		Opposed
Clause 22.3(l)	Consider for deletion. In the alternative, retain the brewery cylinders – painters allowances as composite disability allowances.	MBA	AM2012/48		Opposed
Clause 22.3(l)(ii)	If not deleted, amend words " <i>rate of time and a half</i> " to " <i>150% of loading reference rates</i> ", linked to suggested definition in clause 3.1.	MBA	AM2012/48		Opposed
Clause 22.3(l)(ii)	If not deleted, amend words " <i>one half of the ordinary rates payable as provided by clause 19.1</i> " to " <i>150% of loading reference rates</i> ", linked to suggested definition in clause 3.1.	MBA	AM2012/48		Opposed
Clause 22.3(m)	Include in new Schedule E of the Award, indicate as 'Disability' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 22.3(m)	Retain the certificate allowance as a cumulative skill allowance.	MBA	AM2012/48		Opposed
Clause 22.3(n)	As above.	HIA	AM2012/228		Opposed
Clause 22.3(n)	Include in new Schedule E of the Award, indicate as 'Skill' allowance not payable for all purposes.	HIA	AM2012/228		Opposed

Clause 22.3(n) – (r)	<p>Consider for deletion. In the alternative:</p> <ul style="list-style-type: none"> • Convert the spray application allowance in clause 22.3(n) to composite disability allowance. • Convert the pneumatic tool operation allowance in clause 22.3(o) to composite disability allowance. • Convert the bricklayer operating cutting machine allowance in clause 22.3(p) to composite disability allowance. • Convert the hydraulic hammer allowance in clause 21.3(q) to composite disability allowance. • Delete the waste disposal allowance in clause 22.3(r) as it is only applied in NSW. 	MBA	AM2012/48		Opposed
Clause 22.4(a) – (h)	<p>Include allowances in new Schedule E of the Award, indicate as 'Disability' allowances not payable for all purposes and not payable for residential building.</p>	HIA	AM2012/228		Opposed
Clauses 22.2(a) – (s)	<p>Consider for deletion. In the alternative:</p> <ul style="list-style-type: none"> • Retain the insulation allowance in clause 22.2(a) as a cumulative disability allowance. • Retain the hot-work – artificially between 46 degrees and 54 degrees allowance in clause 22.2(b) as a cumulative disability allowance. • Retain the hot work – artificially above 54 degrees allowance in clause 22.2(b) as a cumulative disability allowance. • Retain the cold work – artificially lower than 0 degrees allowance in clause 22.2(c) as a cumulative disability allowance. • Retain the confined space allowance in clause 22.2(d) as a cumulative disability allowance but amend reference to lack of sufficient ventilation as in breach of OHS requirements. • Convert all allowances under clause 22.2(e) to composite disability allowances. • Retain the explosive power tools allowance in clause 22.2(f) as cumulative skill allowance. • Convert the wet work allowance in clause 22.2(g) to composite disability allowance. • Convert the dirty work allowance in clause 22.2(h) to a composite disability allowance. • Convert both toxic substance allowances in clause 22.2(i) to composite disability allowances. • Convert the fumes allowance in clause 22.2(j) to composite disability allowance. • Convert the asbestos allowance in clause 22.2(k) to a composite disability 	MBA	AM2012/48		Opposed

	<p>allowance.</p> <ul style="list-style-type: none"> • Convert the asbestos allowance in clause 22.2(l) to a composite disability allowance. • Convert the furnace work allowance in clause 22.2(m) to a composite disability allowance. • Convert the acid work allowance in clause 22.2(n) to a composite disability allowance. • Convert all heavy blocks allowances under clause 22.2(o) to composite disability allowances. • Convert the bitumen work allowance under clause 22.2(p) to composite disability allowance. • Convert the height work allowance in clause 22.2(q) to composite disability allowance and restrict to painting trades as per the NBCIA. • Convert the suspended perimeter work platform allowance in clause 22.2(r) to composite disability allowance. • Convert the fuels, oils and grease allowance in clause 22.2(s) to composite disability allowance. 				
Clause 22.4(a) – (h)	Consider for deletion. In the alternative, convert all allowances to composite disability allowances.	MBA	AM2012/48		Opposed
Clause 23.6	Amend words “double time” to “200% of loading reference rates”, linked to suggested definition in clause 3.1.	MBA	AM2012/48		Opposed
Clause 23.7	Amend words “the ordinary rate for ordinary hours” to “ordinary time rates of pay”, linked to suggested definition of “ordinary time rates of pay” in clause 3.1.	MBA	AM2012/48		Opposed
New clause 23.9	<p>Insert new clause 23.9 to read as follows:</p> <p><i>“The first four week period shall be deemed to have commenced on 11 January 1999 and subsequent periods shall commence at four weekly periods thereafter.”</i></p> <p>Renumber other subclauses accordingly.</p>	HIA	AM2012/228		Agreed – subject to submission to SDP Watson
New clause 24.1(c)	<p>Insert new clause as follows:</p> <p><i>“The provisions of this clause shall also apply apprentices required to live away from home to attend off the job training at a TAFE college or other registered training provider under a block release or similar system.”</i></p>	CFMEU	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 24.3	Include allowance in new Schedule E of the Award, indicate as ‘Expense’ allowance not payable for all purposes.	HIA	AM2012/228		Further discussion
Clause 24.3	Retain distant work as cumulative expense allowance.	MBA	AM2012/48		

Clause 24.4(a)	Amend this clause to read as follows: <i>“Where 10 or more employees are engaged, the employer will provide a cook. If there are less than 10 employees, the employer must reimburse employees for food reasonably purchased by them for their own use or must reimburse the reasonable cost of meals consumed in the nearest recognised centre, provided this sub-clause will not apply where the employee is provided with three meals per day in accordance with clause 24.3(a)(ii).”</i>	HIA	AM2012/228		Parties agreed that no double dipping should occur – discussions on wording to be agreed
Clause 24.5	Include in new Schedule E of the Award, indicate as ‘Expense’ allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 24.5	Retain camping allowance as cumulative expense allowance.	MBA	AM2012/48		Opposed
Clause 24.7(a) – (b)	Include allowances in new Schedule E of the Award, indicate as ‘Expense’ allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 24.7(a)(i)	Amend words <i>“at ordinary rates”</i> to <i>“at ordinary time rates of pay”</i> , linked to suggested definition of <i>“ordinary time rates of pay”</i> in clause 3.1.	MBA	AM2012/48		Opposed
Clauses 24.7(a) and (b)	Retain the meal allowance as cumulative expense allowance.	MBA	AM2012/48		Opposed
Clause 24.7(b)	Retain the return journey tool transportation allowance as cumulative expense allowance.	MBA	AM2012/48		Opposed
Clause 24.7(e)	As above.	HIA	AM2012/228		Opposed
Clause 24.7(e)	Retain the return home for the weekend allowance as cumulative expense allowance.	MBA	AM2012/48		Opposed
Clauses 25.2 – 25.4	Include in new Schedule E of the Award, indicate as ‘Expense’ allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clauses 25.2 – 25.4	Retain the fares and travel patterns allowance as is, with suggested amendments regarding use of vehicle free of charge.	MBA	AM2012/48		Opposed

Clauses 25.2 to 25.8	<p>Delete entire clauses and replace with following:</p> <p>“25.2 Fares and excess travelling allowances (a) <i>The fares and travelling time allowances are daily allowances where the employee is required to:</i> (i) <i>start or finish work at a job site; and</i> (ii) <i>uses his/her own vehicle or uses public transport.</i> (b) <i>The fares and travelling time allowances are not payable for any day on which the employee:</i> (i) <i>is absent from work, or</i> (ii) <i>is required to start or finish work at the employer’s workshop, yard or depot, or</i> (iii) <i>is provided with by the employer, or is offered to be provided with by the employer, accommodation that is located at the job site.</i> (c) <i>The fares allowance is not payable for any day on which the employer provides, or offers to provide, the employee with transport from where the employee is living to the job site and return (including transport provided by the employer when the employee is working at a distant job site).</i> (d) Fares allowance Subject to clauses 25.2(a), (b) and (c), employees will be paid a fares allowance of \$16.50 per day. (e) Excess travelling allowances (i) <i>If an employee travels beyond the defined radius, in addition to the fares allowance in clause 25.5, the employee will be entitled to:</i> A. <i>payment for time reasonably spent in travelling from the boundary of the defined radius and return to the boundary of the defined radius, calculated at ordinary on-site rates to the next quarter of an hour;</i> B. <i>any excess expenses reasonably and necessarily incurred in travelling from the boundary of the defined radius and return to the boundary of the defined radius, which will be \$0.44 per kilometre where the employee uses their own vehicle.</i> (ii) <i>The defined radius is 50km from the centre of employment as determined by the employer by reference to one of the following options:</i> A. <i>the employer’s normal base establishment or workshop;</i> B. <i>the GPO, or Principal Post Office of the capital city or major regional centre for all employers whose base establishment or workshop is within the defined radius from the said Post Office;</i> C. <i>the local Post Office closest to the employer’s establishment or workshop beyond the defined radius of the Post Offices listed above;</i> D. <i>in the case of employees engaged on distant work (as defined) the place at which such employees are domiciled with the approval of their employer, for that distant job;</i> E. <i>in the case of an employer that does not have a fixed based establishment or</i></p>	HIA	AM2012/228		Opposed
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	<i>workshop, the Post Office closest to the town or city nominated by the employer as the place where the employee ordinarily carries out work.</i> "				
Clause 25.5	Include in new Schedule E of the Award, indicate as 'Expense' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clauses 25.5 and 25.7	Retain the travel outside or between radial areas allowance as cumulative expense allowance.	MBA	AM2012/48		Opposed
Clause 25.5(b)	Amend words " <i>ordinary hourly on-site rates</i> " to " <i>ordinary time rates of pay</i> ", linked to definition of " <i>ordinary tie rates of pay</i> " in clause 3.1.	MBA	AM2012/48		Opposed
Clause 25.7	Include in new Schedule E of the Award, indicate as 'Expense' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 25.8(b)	Vary this clause to indicate that the fares and travel patterns allowance will not be payable when an employee receives a vehicle free of charge inclusive of free fuel.	MBA	AM2012/48		Opposed
Clause 25.9	Include in new Schedule E of the Award, indicate as 'Expense' allowance not payable for all purposes.	HIA	AM2012/228		Opposed
Clause 25.9	Retain the transfer between work sites allowance as cumulative expense allowance.	MBA	AM2012/48		Opposed
Clause 25.10(a)(ii)	Delete existing words " <i>and 34 – Shiftwork</i> " and insert the words " <i>34 – Shiftwork, and 35 – Remote work</i> ".	CCIWA	AM2012/227		Opposed
Clause 25.12(a) and (b)	Replace these paragraphs with following: <i>"(a) apprentices shall be paid the full fares and travel allowance in accordance with this clause. (b) Apprentices shall be paid the fares and travel patterns allowance for each day upon which the apprentice, in accordance with the Employer's requirements and/or the training contract, works or reports for work or attends training (whether on or off the job), and on the rostered day off."</i>	CFMEU	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 26	Include in new Schedule E of the Award, indicate as 'Expense' allowances not payable for all purposes.	HIA	AM2012/228		Further discussion
Clause 26	Retain all district allowances as cumulative allowances on transitional basis.	MBA	AM2012/48		

Clause 28	Delete clause 28 or in the alternative: (a) Insert as Clause 28.4: <i>"This clause does not apply to school-based or part-time trainees."</i> and (b) Insert as Clause 28.5: <i>"Where the stages represented at Clause 28.2 and 28.3 have no application to the State or Territory training system regulating trainees the provisions of Schedule C apply."</i> and (c) When calculating a safety net adjustment to the wage rates set out in Clause 28.2 and Clause 28.3 a factor of 80% shall be applied to the money increase to the standard rate and rounded to the nearest dollar to calculate the new weekly wage.	MBA	AM2012/340 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 28.1	Reference should be to clause 5.1.	MBA	AM2012/18		
Clause 28.3	Delete rows of tables which itemise base rate, industry and special allowances.	HIA	AM2012/228 AM2012/18		
New clause 28.4	Insert new clause as follows: <i>"Adult trainees (defined as a trainee 21 years of age or older at the start of the traineeship) shall be paid not less than the all purpose weekly rate for a CW1(a) (based on a 38 hour week rate where the hourly rate is calculated in accordance with clause 19.3)."</i>	CFMEU	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
New clause 28.5	Insert new clause as follows: <i>"An existing employee shall not suffer a reduction in their all purpose rate of pay as a result of entering into a traineeship."</i>	CFMEU	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors

Clause 30	<p>Replace clause with:</p> <p>“30 Higher Duties (a) An employee engaged for more than two hours, during one day on duties carrying a higher rate than the employee’s ordinary classification, must be paid the higher rate for the whole day. Otherwise the employee must be paid the higher rate for the time so worked. (b) An Apprentice or trainee shall only engage in labouring work where this genuinely forms part of their training and broader skill development. Labouring work shall be limited to where the genuine need arises. Where an apprentice/trainee engages in labouring work for more than two hours during one day, this shall constitute the performance of higher duties and the CW1(d) all purpose rate of pay under the Award shall apply for the entire day.”</p>	CFMEU	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 31.3	<p>Amend this clause as follows (2 alternatives provided):</p> <p>“31.3 Payments must be paid to the employee at least monthly.” “31.3 Payments must be paid and, to the extent of the employer’s control, be made available to the employee not later than the end of ordinary hours of work on Thursday of each working week or fortnight as determined by the employer, or monthly if mutually agreed.”</p>	HIA	AM2012/228 AM2012/221		Opposed
Clause 31.4	<p>Delete existing clause and replace with the following:</p> <p>“Upon termination of the employment, the employer will pay wages due to an employee as soon as is reasonably practicable.”</p>	ABI	AM2012/154		Opposed

Clause 33.1	<p>Replace existing clause with the following:</p> <p>“33.1 Ordinary hours of work – day workers (a) Ordinary hours of work rostered days off <i>(i) The ordinary hours are to be an average of 38 per week but not exceeding 152 hours in 28 days, or an average of 38 over the period of an agreed roster cycle.</i> <i>(ii) The ordinary hours of work may be worked from 6.00 am to 6.00 pm Monday to Friday.</i> <i>(iii) Subject to sub-clause 33.1(d), not more than 10 hours exclusive of meal breaks (except if paid for at overtime rates) are to be worked in any one day.</i> <i>(iv) By agreement between the employer and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked.</i></p> <p>(b) Working on a roster cycle <i>(i) Rostered day off for the purpose of this award is the weekday, not being a holiday, that an employee has off duty when working in accordance with an average hours system.</i> <i>(ii) Notice of rostered day off</i> <i>Where an employee, in accordance with clause 33.1, is entitled to a rostered day off during the employee’s work cycle, they must be advised by the employer at least a week in advance of the weekday the employee is to take off.</i> <i>(iv) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.</i> <i>(v) Where the working of the 38 hour week is agreed to in accordance with this clause, an employee and the employer may agree to a banking system of up to a maximum of five rostered days off. An employee would therefore work on what would normally have been the employee’s rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer, provided not less than five days’ notice is given before taking the banked rostered day(s) off.</i> <i>(vii) No payments or penalty payments are to be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked.</i> <i>(viii) Employees who work on a rostered day off basis each 20 day cycle are entitled to 12 rostered days off in a 12 month period.”</i></p>	HIA	AM2012/228		Opposed
Clause 33.1(d)	Consider for deletion. Code is out of date.	MBA	AM2012/48		Opposed
Clause 34	Delete the words “ <i>clause 34 – Shiftwork</i> ” and insert the words “ <i>clauses 34 – Shiftwork, and 35 – Remote work</i> ”	CCIWA	AM2012/227		Opposed

Clause 34.1(a)	Define day shifts as a shift finishing at 7.00 pm.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.1(b)(i)	Amend words " <i>ordinary time plus 50%</i> " to " <i>150% of loading reference rates</i> ", linked to suggested definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.1(b)(ii)	Amend words " <i>ordinary time plus 25%</i> " to " <i>125% of loading reference rates</i> ", linked to definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.1(d)	Amend words " <i>ordinary time and a half for the first two hours and double time rates thereafter</i> " to " <i>150% of loading reference rates for the first two hours and 200% of ordinary time thereafter</i> ", linked to suggested definition in clause 3.1. Also remove reference to " <i>ordinary hours</i> ".	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.1(e)	Include reference to " <i>morning</i> " and " <i>early morning</i> " shifts. Also include that 24 minutes of each eight hour shift will accrue to towards a rostered day off.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.1(g)	Amend to require notice by the ceasing time of the proposed day shift.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.1(i)	Amend words " <i>double time based on ordinary rates of pay</i> " to " <i>200% of loading reference rates</i> ", linked to suggested definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements

					between the parties agreed
Clause 34.2(i)	Amend words <i>“rate of double time”</i> to <i>“200% of loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.2(j)	Amend words <i>“ordinary rate plus 15%”</i> to <i>“115% of loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.2(k)	Amend words <i>“time and a half for ordinary hours of work”</i> to <i>“150% of loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.2(m)	Amend words <i>“rate of time and a half for all ordinary time”</i> to <i>“150% of loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.2(n)	Amend words <i>“ordinary rate plus 30%”</i> to <i>“130% of loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed
Clause 34.2(o)	Amend words <i>“double the ordinary prescribed rate”</i> to <i>“200% of loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Discussions on shiftwork arrangements between the parties agreed

<p>New clause 35</p>	<p>Insert new clause 35 as follows and re-number the following clauses respectively:</p> <p>“35. Remote work 35.1 Relationship with rest of the award <i>(a) This clause of the award provides specific details for work that is remote work as defined in clause 3 – Definitions and interpretation.</i> <i>(b) Where a term of this clause 35 – Remote work, is inconsistent with any other clause of the award, this clause will prevail to the extent of that inconsistency.</i></p> <p>35.2 Hours of work and spread of hours <i>(a) This clause 35.2 – Hours of work and spread of hours:</i> <i>(i) replaces clause 33 – Ordinary hours of work; and</i> <i>(ii) prevails to the extent of any inconsistency with clause 34 – Shiftwork, for work that is remote work.</i> <i>(b) A full time employee’s ordinary hours of work will be an average of 38 hours per week.</i> <i>(c) Subject to clause 35.2(e) employees, other than shiftworkers as defined in Clause 34 – Shiftwork, may be required to work up to 10 ordinary hours per day, between the hours of 6.00 am and 6.00 pm, Monday to Friday.</i> <i>(d) Subject to clause 35.2(e) shiftworkers as defined in Clause 34 – Shiftwork may be required to work a shift of up to 10 consecutive ordinary hours (including meal breaks). Shiftwork may be worked on any or all days of the week.</i> <i>(e) An employer may agree with a majority of affected employees to alter the spread of hours in clause 35.2(c) and/or to increase the ordinary hours per day in clauses 35.2(c) and 35.2(d) to a maximum of 12.</i> <i>(f) Clause 34.2(b)(ii) of the award does not apply where an employee undertakes work that is remote work, and/or is engaged to work on a remote work cycle.</i></p> <p>35.3 Remote work cycle <i>(a) Employees may be engaged to work on a remote work cycle made up of working and non-working days. The total ordinary hours of work during a remote work cycle must not exceed 38 hours multiplied by the total number of working (on-duty period) and non-working (off-duty period) days in the cycle divided by seven.</i> <i>(b) The on-duty period commences at the time the employee reports to the point designated by the employer for commencement of work at the workplace. The off-duty period commences at the conclusion of the employee’s last rostered shift.</i> <i>(c) For employees engaged to work on a remote work cycle, payments must be made to employees as agreed, but no less frequently than once per month, but nothing in this clause requires an employer to pay an employee on a remote work cycle during an off-duty period.</i></p> <p>35.4 Maximum weekly hours <i>(a) This clause of the award provides industry specific detail and supplements the</i></p>	<p>CCIWA</p>	<p>AM2012/227</p>		<p>Opposed</p>
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	<p><i>NES which deals with maximum weekly hours.</i></p> <p><i>(b) For the purposes of the NES an employee's weekly hours may be averaged over a period of up to 26 weeks.</i></p> <p>35.5 Rostered days off</p> <p><i>Where an employee undertakes work that is remote work, and/or is engaged to work on a remote work cycle, an employer may, due to operational requirements roster any rostered day off (if applicable) in accordance with the roster cycle.</i></p> <p>35.6 Rostering</p> <p><i>(a) An employer may vary an employee's days of work or start and finish times to meet the needs of the business by giving at least 48 hours' notice, or such shorter period as is agreed between the employer and an individual employee.</i></p> <p><i>(b) Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster upon 48 hours' notice. These time periods may be reduced where agreed by the employer and the employee or at the direction of the employer where operational circumstances require.</i></p> <p><i>(c) The employer must consult with directly affected employees about any changes made under this clause.</i></p> <p>35.7 Emergency arrangements</p> <p><i>Notwithstanding anything elsewhere contained in this clause 35 – Remote work, an employer may vary or suspend any roster arrangement immediately in the case of an emergency."</i></p>				
Clause 35.3(c) (which will become clause 36.3(c) as per amendments above).	Delete the words "and 34 – Shiftwork" and insert the words "34 - Shiftwork, and 35 – Remote work."	CCIWA	AM2012/227		Opposed
Clause 36.2	<p>Amend clause to read as follows:</p> <p>"36.2 Overtime penalty rates and computing overtime</p> <p><i>(a) For all time worked outside an employee's ordinary hours, the rates of pay will be time and a half for the first two hours and double time thereafter.</i></p> <p><i>(b) Except as provided for in clause 36.11, in computing overtime each day's work will stand alone."</i></p>	HIA	AM2012/228		To be discussed by parties

Clause 36.2	Amend words <i>“time and a half for the first two hours and double time thereafter”</i> to <i>“150% of loading reference rates for the first two hours and at 200% of loading reference rates thereafter”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		To be discussed by parties
Clause 36.2 (which will become clause 37.2 as per amendments above).	Delete the words <i>“and 34 – Shiftwork”</i> and insert the words <i>“34 – Shiftwork, and 35 – Remote work.”</i>	CCIWA	AM2012/227		Opposed
Clause 36.5	Amend words <i>“rate of double time...ordinary rates of pay”</i> to <i>“200% of loading reference rates...loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		To be discussed by parties
Clause 36.7	Replace reference to <i>“training facility”</i> with <i>“Registered Training Organisation”</i> .	MBA	AM2012/48 AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Clause 36.11	Amend words <i>“double time”</i> to <i>“200% of loading reference rates...loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Opposed
Clause 36.13	Amend words <i>“rate of double time and a half”</i> to <i>“250% of loading reference rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Opposed
Clause 37.1	Amend words <i>“rate of time and a half for the first two hours and double time thereafter...after 12 noon...rate of double time”</i> to <i>“150% of ordinary rates for the first two hours and 200% of ordinary rates thereafter...after 12 noon...200% of ordinary rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Opposed
Clause 37.3	Amend words <i>“rate of double time and a half”</i> to <i>“250% of ordinary rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Opposed
Clause 37.5	Amend words <i>“rate of double time”</i> to <i>“200% of ordinary rates”</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/48		Opposed
Clause 37.6	Amend clause to read as follows: <i>“An employee working overtime on Saturday or Sunday must be allowed a paid rest period of 10 minutes between 9.00 am and 11.00 am. The provisions of this apply in place of the general provisions relating to breaks as set out in clause 35.”</i>	HIA	AM2012/229		To be discussed by parties
Clause 37.7	Amend clause to read as follows:	HIA	AM2012/228		To be discussed by

	<i>"An employee working overtime on a Saturday or working on a Sunday must 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 will 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. The provisions of this apply in place of the general provisions relating to breaks as set out in clause 35."</i>				parties
Clauses 37.7 and 37.8	Amend words "ordinary rate of pay" in both clauses to "ordinary time rates of pay", linked to suggested definition of "ordinary time rates of pay" in clause 3.1.	MBA	AM2012/48		To be discussed by parties
Clause 37.8	Amend clause to read as follows: <i>"In the event of an employee being required to work in excess of a further four hours, the employee must be allowed to take a paid crib time of 30 minutes which will be paid at the ordinary rate of pay. The provisions of this apply in place of the general provisions relating to breaks as set out in clause 35."</i>	HIA	AM2012/228		To be discussed by parties
Clause 37.9	Amend words "rate of double time and a half" to "250% of loading reference rates", linked to suggested definition in clause 3.1.	MBA	AM2012/48		To be discussed by parties
Clause 38.2(a)	Delete existing clause and replace with following: "(a) Timing of Payment <i>(i) An employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period. (ii) If an employee is paid by electronic funds transfer the payments arising from clause 38.2(a)(i) may be paid by the employer to the employee on the employee's usual pay day during the employee's annual leave."</i>	ABI	AM2012/154 AM2012/18		Full Bench proceedings in relation to annual leave (including annual leave loading)

Clause 38.2(a)	Amend words <i>“the amount which they would have received for working ordinary hours if they had not been on leave”</i> to <i>“ordinary time rates of pay”</i> , linked to suggested definition of <i>“ordinary time rates of pay”</i> in clause 3.1.	MBA	AM2012/48 AM2012/8		Full Bench proceedings in relation to annual leave (including annual leave loading)
Clause 38.2(b)	Delete second bullet point.	HIA	AM2012/228 AM2012/8		Full Bench proceedings in relation to annual leave (including annual leave loading)
Clause 38.3(b)	Amend existing clause to read: <i>“In addition to the payment prescribed in clause 38.2(a), an employee must receive during a period of annual leave a loading of 17.5% calculated on the amount of the annual leave payment referred to in clause 38.2(a). This loading will also apply to proportionate leave on lawful termination.”</i>	HIA	AM2012/228 AM2012/8		Full Bench proceedings in relation to annual leave (including annual leave loading)
New clause 38.5	Insert new clause as follows: “38.5 Cashing Out Annual Leave <i>Annual leave may be cashed out in lieu of taking leave under the following circumstances: (a) paid annual leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to paid annual leave being less than four (4) weeks; and (b) each cashing out of a particular amount of paid annual leave must be a separate agreement in writing between the employer and the employee; and (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.”</i>	ABI	AM2012/154 AM2012/8		Full Bench proceedings in relation to annual leave (including annual leave loading)
Clause 39.2	Delete.	HIA	AM2012/228		Opposed

<p>New clause 41.11 (across modern awards)</p>	<p>Insert new clause: “Cashing out of annual leave <i>(a) The employer and the employee must not agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave.</i> <i>(b) An employer and an employee may agree to an individual flexibility arrangement in accordance with clause 7 of this award, varying the effect of paragraph 4.11(a) subject to the following conditions:</i> <i>(i) Paid annual leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to paid annual leave being less than four weeks; and</i> <i>(ii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and</i> <i>(iii) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.”</i></p>	<p>AIG</p>	<p>AM2012/221 or AM2012/8</p>		<p>Full Bench proceedings in relation to award flexibility</p> <p>Likely to be referred to Full Bench proceedings in relation to annual leave (including annual leave loading) See memorandum dated 28 August 2012 from SDP Watson</p>										
<p>Clause 42.2(b)</p>	<p>Delete existing table and insert new table as follows:</p> <table border="1" data-bbox="324 842 1346 1007"> <thead> <tr> <th>Year of apprenticeship</th> <th>% of allowance</th> </tr> </thead> <tbody> <tr> <td>First year of apprenticeship</td> <td>60</td> </tr> <tr> <td>Second year of apprenticeship</td> <td>65</td> </tr> <tr> <td>Third year of apprenticeship</td> <td>75</td> </tr> <tr> <td>Fourth year of apprenticeship</td> <td>90</td> </tr> </tbody> </table>	Year of apprenticeship	% of allowance	First year of apprenticeship	60	Second year of apprenticeship	65	Third year of apprenticeship	75	Fourth year of apprenticeship	90	<p>Communication s, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)</p>	<p>AM2012/160 AM2012/18</p>		<p>Full Bench proceedings in relation to apprentices, trainees and juniors</p>
Year of apprenticeship	% of allowance														
First year of apprenticeship	60														
Second year of apprenticeship	65														
Third year of apprenticeship	75														
Fourth year of apprenticeship	90														
<p>Clause 43</p>	<p>Insert new definition as follows: “43.6 Definitions <i>(a) Foreperson/supervisor shall mean an employee (other than a leading hand) appointed as such or required by his/her employer to be mainly engaged in the direct supervision of employees including those employed as leading hands, covered by this award.</i></p>	<p>AMWU</p>	<p>AM2012/207</p>		<p>Opposed</p>										

	<i>(b) General foreperson/supervisor shall mean an employee appointed as such or required by his/her employer to be mainly engaged in the direct supervision and coordination of the work of at least two forepersons/supervisors as defined in Clause 43.6(a)."</i>				
Clause 43.1	<p>Replace existing wording with following:</p> <p><i>"These special conditions apply to forepersons and supervisors in the metal and engineering construction sector covered by this award."</i></p>	Automotive, Food, Metals, Engineering, Printing and Kindred Industries known as the Australian Manufacturing Workers' Union (AMWU)	AM2012/207		Rationale sought – positions reserved
Clause 43.2	<p>Insert the following text below into the definition of Foreperson/supervisor under the heading "Supervision of other than three or more tradespersons, excluding leading hands" so that the definition in full reads:</p> <p><i>"The average of the weekly wage rates for 38 ordinary hours of work, including payments applicable from time to time to the adult employees (excluding leading hands) plus \$93.17, or \$798.80, whichever is the greater, provided that where only juniors and/or apprentices are supervised, the minimum wage rate to be paid is \$798.90 per week."</i></p>	AMWU	AM2012/207 AM2012/18		
Clause 43.2	In table 43.2 remove the text <i>"provided that where only juniors and/or apprentices are supervised, the minimum wage rate to be paid is \$717.00 per week"</i> in the definition of General foreperson/supervisor under the heading " Supervision of three or more tradespersons. "	AMWU	AM2012/207 AM2012/18		

New National Training Wage and Conditions Schedule for apprentices. (across modern awards)	<p>New Schedule should include provisions on:</p> <ul style="list-style-type: none"> • Mechanisms for competency based wage progression and/or time based wage progression arrangements. • Payment for all supervised training including by delivery methods such as: block release, day release; workplace delivery; computer based delivery; correspondence or completion of theory workbooks. • Adult apprenticeship arrangements and rates of pay. • Arrangements for existing workers commencing an apprenticeship and rates of pay. • Supply of tools for apprentices. • Time credit arrangements towards wage progression for pre-vocational, pre-apprenticeship, vocational training undertaken in school and other recognised institutional vocational training. 	Queensland Training and Employment Recognition Council	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Schedule B – Classification Definitions B.1.13	<p>Amend heading to read as follows: “Work in a technical field includes:”</p>	AMWU	AM2012/207		Positions reserved
B.2.4(a)	<p>Move the text in the last bullet point at subclause B.2.4(a) (the bullet point immediately before heading (b) Skills and duties) to under the new heading at (e) so that it reads as follows:</p> <p>“(e) Engineering Construction Technician Level I <i>i. an Engineering construction technician level I being an employee who has the equivalent level of training and/or experience to a CW/ECW 4 tradesperson in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.”</i></p>	AMWU	AM2012/207		Positions reserved
B.2.4(e)	<p>Re-number existing heading as B.2.4(f) and insert the following heading at B.2.4(e):</p> <p>“(e) Engineering Construction Technician Level I”.</p>	AMWU	AM2012/207		Positions reserved

B.2.5(a)	<p>Move the text in the last bullet point at subclause B.2.5(a) (the bullet point immediately before heading (b) Skills and duties) to under the new heading at (e) so that it reads as follows:</p> <p><i>“(e) Engineering Construction Technician Level II</i> <i>i. an Engineering construction technician level II is an employee who has equivalent level of training and/or experience to an Engineering construction tradesperson special class level I but is engaged in detail draughting or planning or technical work which requires the exercise of judgment and skill in excess of that required of an employee at CW/ECW 4 under the supervision of technical staff.”</i></p>	AMWU	AM2012/207		Positions reserved
B.2.5(e)	<p>Renumber subclause B.2.5(e) as B.2.5(f) and insert the following heading at B.2.5(e): <i>“(e) Engineering Construction Technician Level II”.</i></p>	AMWU	AM2012/207		Positions reserved
B.2.6(a)	<p>Move the text in the last three bullet points at subclause B.2.6(a) (the bullet point immediately before heading (b) Skills and duties) to under the new heading at (e) so that it reads as follows:</p> <p><i>“(e) Engineering Construction Technician Level III</i> <i>i. an Engineering construction technician level III is an employee who has equivalent level of training and/or experience to an Engineering construction tradesperson special class level II but is engaged in one of the following areas:</i></p> <ul style="list-style-type: none"> • <i>detail draughting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at CW/ECW 5 level under the supervision of Technical Staff; or</i> • <i>possesses a level of training and/or experience at CW/ECW 6 level and exercises cross skilling in technical fields as defined.”</i> 	AMWU	AM2012/207		Positions reserved
B.2.6(e)	<p>Renumber this subclause as B.2.6(f) and insert the following heading at B.2.6(e): <i>“(e) Engineering Construction Technician Level III”.</i></p>	AMWU	AM2012/207		Positions reserved
B.2.7(d)	<p>Amend reference to “Sub-foreperson” to “Sub-foreperson in the metal and engineering construction sector.”</p>	HIA	AM2012/228		Opposed

B.2.8(a)	<p>Move the text in the last four bullet points at subclause B.2.8(a) (the bullet point immediately before heading (b) Skills and duties) to under the new heading at (e) so that it reads as follows:</p> <p>“(e) Engineering Construction Technician Level IV <i>i. an Engineering construction technician level III is an Engineering Construction Technician level IV means an employee who has equivalent level of training and skills to an Advanced engineering construction tradesperson level II but is engaged in one of the following areas to the extent of that training:</i></p> <ul style="list-style-type: none"> • <i>detail draughting involving originality of thought which requires the exercise of judgment and skill in excess of that required of an Engineering construction technician at CW/ECW 7 level under the supervision of Technical and/or Professional staff; or</i> • <i>is engaged in planning or technical duties requiring judgment and skill in excess of that required of a Technician at CW/ECW 7 level under the supervision of Technical and/or Professional staff; or</i> • <i>exercises a level of cross skilling in technical fields.”</i> 	AMWU	AM2012/207		Positions reserved
B.2.8 (e)	<p>Renumber this subclause as B.2.8(f) and insert the following heading at B.2.8(e): “(e) Engineering Construction Technician Level IV”.</p>	AMWU	AM2012/207		Positions reserved
B.2.8(d)	<p>Amend reference to “Foreperson” to “Foreperson in the metal and engineering construction sector.”</p>	HIA	AM2012/228		Opposed
B.2.9(d)	<p>Insert new heading as follows: “(d) Engineering Construction Technician Level V”.</p>	AMWU	AM2012/207		Positions reserved
B.2.9(d)	<p>Demote the text currently at B.2.9(d) to (i) under the new heading so that the whole of subclause B.2.9(a) reads as follows:</p> <p>“(d) Engineering Construction Technician Level V <i>i. an Engineering construction technician level V has the level of training and skills to an Advanced engineering construction tradesperson level II but is engaged in one of the following areas:</i></p> <ul style="list-style-type: none"> • <i>undertakes draughting or planning which requires the exercise of judgment and skill in excess of that required of an Engineering technician level IV at CW/ECW 8; or</i> • <i>exercises a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.”</i> 	AMWU	AM2012/207		Positions reserved

Schedule C, item C.6.1	Amend words <i>"25% for all ordinary hours"</i> to <i>"125% of loading reference rates"</i> , linked to suggested definition in clause 3.1.	MBA	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Schedule C, item C.6.2 (across all modern awards that contain National Training Wage Schedule)	Delete words <i>"to attend"</i> and replace with <i>"when attending"</i> .	AIG	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Schedule C, item C.6.3 (across all modern awards that contain the National Training Wage Schedule)	Delete words <i>"in attending any"</i> and replace with <i>"in attendance"</i> .	AIG	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors
Schedule C, item C.6.4 (across all modern awards that contain the National Training Wage Schedule)	After words <i>"conditions of this award"</i> insert <i>"that are applicable to the trainee"</i> .	AIG	AM2012/18		Full Bench proceedings in relation to apprentices, trainees and juniors

Schedule E		HIA	AM2012/228		As per Attachment B of HIA's application Further discussion
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