

CURRENT AWARD as at 20 May 2016

Building and Construction General On-site Award 2010

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EXPOSURE DRAFT

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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Building and Construction General On-site Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 The monetary obligations imposed on employers by this award may be</p>	<p>1. Title and commencement</p> <p>1.1 This award is the <i>Building and Construction General On-site Award 2016</i>.</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the</p>

<p>absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (a) on its own initiative; or (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate. 	<p>making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed - obsolete</i></p>
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3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

accident pay means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and their ordinary time hourly rate for 38 hours work, and any RDO accrued entitlements prescribed by clause 33—Ordinary hours of work or clause 34—Shiftwork. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the ordinary time hourly rate for that period. The ordinary time hourly rate does not include over award payments, shift loadings or overtime

Act means the *Fair Work Act 2009* (Cth)

adult apprentice means a person of 21 years of age or over at the time of entering into a contract of training in a specified trade

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

air-conditioning work means the on-site fabrication and/or installation of air-conditioning and/or ventilation systems and all ancillary work, including packaged air conditioning units, thermostatic controls, water recirculation equipment, air volume regulators, diffusers, fans and heat exchange equipment and the like

appurtenances means any structure which is joined to or forms an integral part of a geomembrane installation. Such structures include: concrete and/or steel weirs; pipe collars and the like; concrete and rock walls within the area of the geomembrane, earth, stone and/or concrete covering over the geomembrane, waterfalls, fountains and the like, pipework, pumps, valves and filters when these are specific to a geomembrane.

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

continuous service means the period of service of an employee notwithstanding the employee's absence from work for any of the

2. Definitions

In this award, unless the contrary intention appears:

accident pay means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and their ordinary hourly rate for 38 hours work, and any RDO accrued entitlements prescribed by clause 16—Ordinary hours of work or clause 17—Shiftwork. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the ordinary hourly rate for that period. The ordinary hourly rate does not include over award payments, shift loadings or overtime

Act means the *Fair Work Act 2009* (Cth)

adult apprentice means a person of 21 years of age or over at the time of entering into a contract of training in a specified trade

air-conditioning work means the on-site fabrication and/or installation of air-conditioning and/or ventilation systems and all ancillary work, including packaged air conditioning units, thermostatic controls, water recirculation equipment, air volume regulators, diffusers, fans and heat exchange equipment and the like

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave

appurtenances means any structure which is joined to or forms an integral part of a geomembrane installation. Such structures include: concrete and/or steel weirs; pipe collars and the like; concrete and rock walls within the area of the geomembrane, earth, stone and/or concrete covering over the geomembrane, waterfalls, fountains and the like, pipework, pumps, valves and filters when these are specific to a geomembrane.

continuous service means the period of service of an employee notwithstanding the employee's absence from work for any of the following reasons:

- annual leave, personal leave or parental leave;

following reasons:

- annual leave, personal leave or parental leave;
- illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- jury service;
- injury received during the course of employment and up to a maximum of 26 weeks for which the employee received worker's compensation;
- where called up for military service for up to three months in any qualifying period;
- long service leave; and
- any reason satisfactory to the employer, provided the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration

continuous shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

- illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- jury service;
- injury received during the course of employment and up to a maximum of 26 weeks for which the employee received workers' compensation;
- where called up for military service for up to three months in any qualifying period;
- long service leave; and
- any reason satisfactory to the employer, provided the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration

continuous shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts

CW means construction workers in the general building and construction and civil construction sectors

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

ECW means engineering construction workers in the metal and engineering construction sector

employee means national system employee within the meaning of the Act

employee in charge of plant means:

- (a) when two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or

double time means the ordinary time hourly rate multiplied by 200%

double time and a half means the ordinary time hourly rate multiplied by 250%

employee means national system employee within the meaning of the Act

employee in charge of plant means:

- (a) when two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or
- (b) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees; or
- (c) when an employee is the only person of their class employed on the plant, the employee who does the general repair work of the plant in addition to the work of operating, but not when they merely assist a fitter or engineer to do such work; or
- (d) where shifts are worked, the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when they merely assist a fitter or engineer to do such work

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

geomembranes are impermeable membrane liners and barriers. They can be either sprayed on a surface or prefabricated and transported to the construction site. Sprayed on geomembranes are either sprayed directly on a surface (earth, concrete, etc.) or onto a geotextile. Geomembranes are usually (but not exclusively) composed of synthetic polymers, elastomers (rubbers) or plastomers (plastics). Some are reinforced with a fabric, and

(b) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees; or

(c) when an employee is the only person of their class employed on the plant, the employee who does the general repair work of the plant in addition to the work of operating, but not when they merely assist a fitter or engineer to do such work; or

(d) where shifts are worked, the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when they merely assist a fitter or engineer to do such work

employer means national system employer within the meaning of the Act

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

geomembranes are impermeable membrane liners and barriers. They can be either sprayed on a surface or prefabricated and transported to the construction site. Sprayed on geomembranes are either sprayed directly on a surface (earth, concrete, etc.) or onto a geotextile. Geomembranes are usually (but not exclusively) composed of synthetic polymers, elastomers (rubbers) or plastomers (plastics). Some are reinforced with a fabric, and some are composites of natural and synthetic materials.

geotextile means any permeable textile material used with foundation, soil, rock, earth, or any other geotechnical engineering related material, that is an integral part of a man made project, structure or system especially when used in conjunction with geomembranes. Geotextiles include knitted, woven, and unwoven fabrics. Other products such as webs, mats, nets, grids, and formed plastic sheets that have been developed for use in combination with, or in place of, geotextiles are considered to be geotextiles for the purpose of this award.

injury, for the purposes of clause 26—Accident pay, has the same meaning as that contained in the applicable workers' compensation legislation covering the employer in respect of a claim made by the employee

leading hand means an employee who is required to supervise or direct or be in charge of another employee or other employees

some are composites of natural and synthetic materials.

geotextile means any permeable textile material used with foundation, soil, rock, earth, or any other geotechnical engineering related material, that is an integral part of a man made project, structure or system especially when used in conjunction with geomembranes. Geotextiles include knitted, woven, and unwoven fabrics. Other products such as webs, mats, nets, grids, and formed plastic sheets that have been developed for use in combination with, or in place of, geotextiles are considered to be geotextiles for the purpose of this award.

injury, for the purposes of clause 27—Accident pay, has the same meaning as that contained in the applicable workers' compensation legislation covering the employer in respect of a claim made by the employee

leading hand means an employee who is required to supervise or direct or be in charge of another employee or other employees

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

ordinary time hourly rate means:

- for daily hire employees the hourly rate calculated in accordance with clause 19.3(a);
- for weekly hire employees the hourly rate calculated in accordance with clause 19.3(b);
- for apprentices the weekly rate (determined in accordance with clause 19.7 or 19.8) divided by 38;
- for trainees the weekly rate (determined in accordance with clause 28.2 or 28.3) divided by 38;

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

ordinary hourly rate means the hourly rate for an employee's classification specified in clause 19.1(a) plus the industry allowance. Where an employee is entitled to an additional all purpose allowance, this allowance forms part of that employee's ordinary hourly rate.

The ordinary hourly rate is:

- for daily hire employees, the hourly rate calculated in accordance with clause 19.3(a);
- for weekly hire employees, the hourly rate calculated in accordance with clause 19.3(b);
- for apprentices, the weekly rate (determined in accordance with clause 19.7 or 19.8) divided by 38;
- for trainees, the weekly rate (determined in accordance with clause 19.10(b) or 19.10(c)) divided by 38;
- for employees covered by clause 40—Lift industry, the all purpose amounts specified in clause 40 are included;
- for forepersons and supervisors in the metal and engineering construction sector, the relevant weekly rate specified in clause 41.2(a) divided by 38;
- for leading hands the amount calculated in accordance with clause 19.2(a) or 19.2(b) is included.

refrigeration work means the installation, servicing or repairing of refrigeration plant and equipment, and/or ancillary components and

<ul style="list-style-type: none"> • for employees covered by clause 42—Lift industry, includes the all purpose amounts specified in clause 42; • for forepersons and supervisors in the metal and engineering construction sector the relevant weekly rate specified in clause 43.2(a) divided by 38; • for leading hands includes the amount calculated in accordance with clause 19.2(a) or (b) <p>refrigeration work means the installation, servicing or repairing of refrigeration plant and equipment, and/or ancillary components and equipment on a construction site</p> <p>standard rate means either the weekly or hourly minimum wage as stated for a Level 3 (CW/ECW 3) employee in clause 19.1</p> <p>time and a half means the ordinary time hourly rate multiplied by 150%</p> <p>traffic management means duties in or in connection with the directing and controlling of traffic</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	<p>equipment on a construction site</p> <p>standard rate means either the weekly or hourly minimum wage as stated for a Level 3 (CW/ECW 3) employee in clause 19.1</p> <p>traffic management means duties in or in connection with the directing and controlling of traffic</p> <p><i>Definitions relating to transitional instruments removed – obsolete</i></p> <p><i>Definitions relating to time and half, double time etc have been removed – terms have been replaced with the defined percentage throughout award</i></p>
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to new clause 3—The National Employment Standards and this Award</i></p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the on-site building, engineering and civil construction industry and their employees in the classifications within Schedule B—Classification Definitions to the exclusion of any other modern award.</p> <p>4.2 Without limiting the generality of the exclusion, this award does not cover employers covered by:</p> <p>(a) the <i>Manufacturing and Associated Industries and Occupations Award 2010</i>;</p>	<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the on-site building, engineering and civil construction industry and their employees in the classifications within Schedule A—Classification Definitions to the exclusion of any other modern award.</p> <p>4.2 For the purpose of clause 4.1, on-site building, engineering and civil construction industry means the industry of general building and construction, civil construction and metal and engineering construction, in all cases undertaken on-site.</p>

<p>(b) the <i>Joinery and Building Trades Award 2010</i>;</p> <p>(c) the <i>Electrical, Electronic and Communications Contracting Award 2010</i>;</p> <p>(d) the <i>Plumbing and Fire Sprinklers Award 2010</i>;</p> <p>(e) the <i>Black Coal Mining Industry Award 2010</i>;</p> <p>(f) the <i>Mining Industry Award 2010</i>; or</p> <p>(g) the <i>Quarrying Award 2010</i>; or</p> <p>(h) the <i>Pre-Mixed Concrete Award 2010</i>.</p> <p>4.3 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.6 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.8 Where an employer is covered by more than one award, an employee of</p>	<p>4.3 For the purposes of clause 4.1:</p> <p>(a) general building and construction means:</p> <p>(i) the construction, alteration, extension, restoration, repair, demolition or dismantling of buildings, structures or works that form, or are to form, part of land, whether or not the buildings, structures or works are permanent and maintenance undertaken by employees of employers covered by clause 4.1 of such buildings, structures or works;</p> <p>(ii) site clearance, earth-moving, excavation, site restoration, landscaping and the provision of car parks and other access works associated with the activities within clause 4.3(a)(i); and</p> <p>(iii) the installation in any building, structure or works of fittings and services;</p> <p>(b) civil construction means:</p> <p>(i) the construction, repair, maintenance or demolition of:</p> <ul style="list-style-type: none"> • civil and/or mechanical engineering projects; • power transmission, light, television, radio, communication, radar, navigation, observation towers or structures; • power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries; • silos; and/or • sports and/or entertainment complexes; <p>(ii) road making and the manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt;</p> <p>(iii) the prefabrication and installation of geomembranes, geotextiles and appurtenances;</p>
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<p>that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p> <p>4.9 For the purpose of clause 4.1, on-site building, engineering and civil construction industry means the industry of general building and construction, civil construction and metal and engineering construction, in all cases undertaken on-site.</p> <p>4.10 For the purposes of clause 4.1:</p> <p>(a) general building and construction means:</p> <p>(i) the construction, alteration, extension, restoration, repair, demolition or dismantling of buildings, structures or works that form, or are to form, part of land, whether or not the buildings, structures or works are permanent and maintenance undertaken by employees of employers covered by clause 4.1 of such buildings, structures or works;</p> <p>(ii) site clearance, earth-moving, excavation, site restoration, landscaping and the provision of car parks and other access works associated with the activities within clause 4.10(a)(i); and</p> <p>(iii) the installation in any building, structure or works of fittings and services;</p> <p>(b) civil construction means:</p> <p>(i) the construction, repair, maintenance or demolition of:</p> <ul style="list-style-type: none"> • civil and/or mechanical engineering projects; • power transmission, light, television, radio, communication, radar, navigation, observation towers or structures; • power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries; 	<p>(iv) dredging or sluicing work for or at premises provided for persons mentioned in or in connection with work under clause 4.3(b)(i);</p> <p>(v) the testing of soil, concrete and aggregate when it is carried out at a construction site in or in connection with work under clause 4.3(b)(i);</p> <p>(vi) batch plants and precast yards at a construction site in or in connection with work under clause 4.3(b)(i);</p> <p>(vii) traffic management in or in connection with work under clause 4.3(b)(i);</p> <p>(viii) construction and/or establishment of landscape gardens in or in connection with work under clause 4.3(b)(i), provided that this award does not apply to the:</p> <ul style="list-style-type: none"> • maintenance or horticultural establishment work following practical completion of work as specified under the terms of the construction contract or project; and/or • laying-out, construction, cultivation or keeping in order of gardens in connection with private houses; <p>(ix) the industry or calling of either or both catering and cleaning for or at premises provided for persons mentioned in clause 4.3(b)(i);</p> <p>(x) car parks excepting car park buildings and car parks within the alignment of a building; and</p> <p>(xi) railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto;</p> <p>(c) metal and engineering construction means:</p> <p>(i) metal trades work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site</p>
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<ul style="list-style-type: none"> • silos; and/or • sports and/or entertainment complexes; <p>(ii) road making and the manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt;</p> <p>(iii) the prefabrication and installation of geomembranes, geotextiles and appurtenances;</p> <p>(iv) dredging or sluicing work for or at premises provided for persons mentioned in or in connection with work under clause 4.10(b)(i);</p> <p>(v) the testing of soil, concrete and aggregate when it is carried out at a construction site in or in connection with work under clause 4.10(b)(i);</p> <p>(vi) batch plants and precast yards at a construction site in or in connection with work under clause 4.10(b)(i);</p> <p>(vii) traffic management in or in connection with work under clause 4.10(b)(i);</p> <p>(viii) construction and/or establishment of landscape gardens in or in connection with work under clause 4.10(b)(i), provided that this award does not apply to the:</p> <ul style="list-style-type: none"> • maintenance or horticultural establishment work following practical completion of work as specified under the terms of the construction contract or project; and/or • laying-out, construction, cultivation or keeping in order of gardens in connection with private houses; <p>(ix) the industry or calling of either or both catering and cleaning for or at premises provided for persons mentioned in clause 4.10(b)(i);</p> <p>(x) car parks excepting car park buildings and car parks within</p>	<p>which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:</p> <ul style="list-style-type: none"> • power stations, oil refineries, terminals and depots; chemical, petro-chemical and hydrocarbon plants; and associated plant, plant facilities and equipment; • major industrial and commercial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature; • plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like; • transmission and similar towers, transmission lines and associated plant, plant facilities and equipment; • lifts and escalators as prescribed in clause 40—Lift industry; • facilities and equipment in other engineering projects; and • maintenance and/or repair and/or servicing work carried out on-site by the employees of contractors or subcontractors in connection with contracts for on-site construction work referred to in clause 4.3(c)(i). This does not include any work which is incidental to or of a minor nature in relation to the work normally performed by an employee of an employer not engaged substantially in metal and engineering construction. <p>4.4 Without limiting the generality of the exclusion, this award does not cover employers covered by:</p> <p>(a) the <i>Manufacturing and Associated Industries and Occupations Award 2016</i>;</p>
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<p>the alignment of a building; and</p> <p>(xi) railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto;</p> <p>(c) metal and engineering construction means:</p> <p>(i) metal trades work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:</p> <ul style="list-style-type: none"> • power stations, oil refineries, terminals and depots; chemical, petro-chemical and hydrocarbon plants; and associated plant, plant facilities and equipment; • major industrial and commercial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature; • plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like; • transmission and similar towers, transmission lines and associated plant, plant facilities and equipment; • lifts and escalators as prescribed in clause 42—Lift industry; • facilities and equipment in other engineering projects; and <p>(ii) maintenance and/or repair and/or servicing work carried out on-site by the employees of contractors or subcontractors in</p>	<p>(b) the <i>Joinery and Building Trades Award 2016</i>;</p> <p>(c) the <i>Electrical, Electronic and Communications Contracting Award 2016</i>;</p> <p>(d) the <i>Plumbing and Fire Sprinklers Award 2016</i>;</p> <p>(e) the <i>Black Coal Mining Industry Award 2016</i>;</p> <p>(f) the <i>Mining Industry Award 2016</i>;</p> <p>(g) the <i>Quarrying Award 2016</i>; or</p> <p>(h) the <i>Premixed Concrete Award 2016</i>.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1, 4.2 and 4.3 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clauses 4.1, 4.2 and 4.3 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 This award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act;</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</p> <p>(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in</p>
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<p>connection with contracts for on-site construction work referred to in clause 4.10(c)(i). This does not include any work which is incidental to or of a minor nature in relation to the work normally performed by an employee of an employer not engaged substantially in metal and engineering construction.</p>	<p>relation to those employees.</p> <p>4.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>
<p>5. Access to the award and the National Employment Standards The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and entitlements in this award contain the minimum conditions of employment for employees covered by this award.</p> <p>...</p> <p>3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>5. Effect of variations made by the Fair Work Commission A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>
<p>7. Award flexibility <i>Provision not reproduced - standard clause - no change</i></p>	<p>6. Award flexibility for individual arrangements <i>Provision not reproduced - standard clause - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>7. Facilitative provisions</p> <p>7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p>7.2 Facilitative provisions in this award are contained in the following clauses:</p>

	Clause	Provision	Agreement between an employer and:
	13.11	Casual conversion to full-time or part-time employment	An individual or the majority of employees
	16.3	Agreement on alternate RDOs	The majority of employees
	16.4	Agreement on banking of RDOs	The majority of employees
	16.8	Agreement on working other than the rostered day off cycle	The majority of employees
	16.10(b)	Hours of work—part-time employees	An individual
	18.1	Meal break—day workers	The majority of employees
	19.6(a)	Piece rates	An individual
	19.12(d)	Payment of wages	An individual or the majority of employees
	21.4(d)	Multistorey allowance	An individual
	23.14(a)	Additional wet weather procedure—remaining on site	The majority of employees
	24.7(f)(vi)	Travelling expenses—Rest and recreation—variable return home	An individual
	33.2	Alternative day for public holiday	The majority of employees

<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p><i>Provision not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>35. Consultation about major workplace change</p> <p>36. Consultation about changes to rosters or hours of work</p> <p><i>Provision not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>37. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) daily hire employees; (b) full-time weekly hire employees; (c) part-time weekly hire employees; or (d) casual employees. <p>10.2 At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are to be daily hire, full-time, part-time or casual employees.</p> <p>11. Daily hire employees</p> <p>A daily hire employee means a tradesperson or labourer engaged subject to the following provisions:</p> <p>11.1 One day's notice of termination of employment will be given on either side or one day's pay will be paid or forfeited.</p> <p>11.2 Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) daily hire employees; (b) full-time weekly hire employees; (c) part-time weekly hire employees; or (d) casual employees. <p>8.2 At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are to be daily hire, full-time, part-time or casual employees.</p> <p>9. Daily hire employment</p> <p>9.1 A daily hire employee means a tradesperson or labourer engaged subject to the following provisions:</p> <ul style="list-style-type: none"> (a) One day's notice of termination of employment will be given on either side or one day's pay will be paid or forfeited. (b) Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work.

<p>11.3 A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools.</p> <p>11.4 Nothing in this clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.</p>	<p>(c) A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools.</p> <p>9.2 Nothing in this clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.</p>
<p>12. Full-time weekly hire employment A full-time employee is an employee who works an average of 38 ordinary hours per week.</p> <p>13. Part-time weekly hire employment</p> <p>13.1 A part-time employee is an employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.</p> <p>13.2 For each ordinary hour worked, a part-time employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro rata entitlements for those hours. An employer must inform a part-time employee of the ordinary hours of work and the starting and finishing times.</p> <p>13.3 Before commencing a period of part-time employment the employee and the employer will agree in writing:</p> <ul style="list-style-type: none"> (a) that the employee may work part-time; (b) upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work; (c) upon the classification applying to the work to be performed; and (d) upon the period of part-time employment. <p>13.4 The terms of an agreement may be varied, in writing, by consent.</p> <p>13.5 A copy of the agreement and any variation to it will be provided to the employee by the employer.</p>	<p>10. Full-time weekly hire employment A full-time employee is an employee who works an average of 38 ordinary hours per week.</p> <p>11. Part-time weekly hire employment</p> <p>11.1 A part-time employee is an employee who works an average of less than 38 ordinary hours per week and has reasonably predictable hours of work.</p> <p>11.2 For each ordinary hour worked, a part-time employee will be paid no less than the ordinary hourly rate for the relevant classification and pro rata entitlements for those hours.</p> <p>11.3 An employer must inform a part-time employee of the ordinary hours of work and the starting and finishing times.</p> <p>11.4 Before commencing a period of part-time employment the employee and the employer will agree in writing:</p> <ul style="list-style-type: none"> (a) that the employee may work part-time; (b) upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work; (c) upon the classification applying to the work to be performed; and (d) upon the period of part-time employment. <p>11.5 The terms of an agreement may be varied, in writing, by consent.</p> <p>11.6 The employer will provide a copy of the agreement and any variation made in accordance with clause 11.5, to the employee.</p>
<p>14. Casual employment</p> <p>14.1 A casual employee is one engaged and paid in accordance with the provisions of this clause.</p>	<p>12. Casual employment</p> <p>12.1 A casual employee is engaged and paid in accordance with the provisions of clause 12.</p>

<p>14.2 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, notice of termination and redundancy benefits.</p> <p>14.3 An employer, when engaging a person for casual employment, must inform the employee, in writing, that the employee is to be employed as a 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 rate of pay.</p> <p>14.4 A casual employee is entitled to payment for a minimum of four hours’ work per engagement, plus the relevant fares and travel allowance and expenses prescribed by clauses 24—Living away from home—distant work and 25—Fares and travel patterns allowance on each occasion they are required to attend work.</p> <p>14.5 A casual employee must be paid a casual loading of 25% 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.</p> <p>14.6 A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates prescribed by clauses 36—Overtime, and 37—Penalty rates, provided that:</p> <p>(a) where the relevant penalty rate is time and a half, the employee must be paid 175% of the ordinary time hourly rate prescribed for the employee’s classification; and</p> <p>(b) where the relevant penalty rate is double time, the employee must be paid 225% of the ordinary time hourly rate prescribed for the employee’s classification.</p> <p>14.7 A casual employee required to work on a public holiday prescribed by the NES must be paid 275% of the ordinary time hourly rate prescribed for the employee’s classification.</p>	<p>12.2 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, notice of termination and redundancy benefits.</p> <p>12.3 An employer, when engaging a person for casual employment, must inform the employee, in writing, that the employee is to be employed as a 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 rate of pay.</p> <p>12.4 A casual employee is entitled to payment for a minimum of four hours’ work per engagement, plus the relevant fares and travel allowance and expenses prescribed by clauses 24—Living away from home—distant work and 25—Fares and travel patterns allowance on each occasion they are required to attend work.</p> <p>12.5 A casual employee must be paid a casual loading of 25% 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.</p> <p>12.6 A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates prescribed by clauses 28—Overtime and 29—Penalty rates, provided that:</p> <p>(a) where the relevant penalty rate is 150%, the employee must be paid 175% of the ordinary hourly rate prescribed for the employee’s classification; and</p> <p>(b) where the relevant penalty rate is 200%, the employee must be paid 225% of the ordinary hourly rate prescribed for the employee’s classification.</p> <p>12.7 A casual employee required to work on a public holiday prescribed by the NES must be paid 275% of the ordinary hourly rate prescribed for the employee’s classification.</p>
<p>14.8 Casual conversion to full-time or part-time employment</p> <p>(a) A casual employee, other than an irregular casual employee, who</p>	<p>13. Casual conversion to full-time or part-time employment</p> <p>13.1 A casual employee, other than an irregular casual employee, who has</p>

<p>has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.</p> <p>(b) For the purposes of clause 14.8(a), an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.</p> <p>(c) Every employer of such an employee must give the employee notice in writing of the provisions of clause 14.8 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 14.8 if the employer fails to comply with the clause.</p> <p>(d) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.</p> <p>(e) Any casual employee who has a right to elect under clause 14.8(a), on receiving notice under clause 14.8(c) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably refuse.</p> <p>(f) Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.</p> <p>(g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 14.8(e), the employer and employee must, subject to clause 14.8(e), discuss and agree on:</p> <p>(i) which form of employment the employee will convert to, being full-time or part-time; and</p> <p>(ii) if it is agreed that the employee will become a part-time</p>	<p>been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.</p> <p>13.2 For the purposes of clause 13.1, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.</p> <p>13.3 Every employer of such an employee must give the employee notice in writing of the provisions of clause 13 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 13 if the employer fails to comply with the clause.</p> <p>13.4 Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.</p> <p>13.5 Any casual employee who has a right to elect under clause 13.1, on receiving notice under clause 13.3 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably refuse.</p> <p>13.6 Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.</p> <p>13.7 If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 13.5, the employer and employee must, subject to clause 13.5, discuss and agree on:</p> <p>(a) which form of employment the employee will convert to, being full-time or part-time; and</p> <p>(b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as</p>
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<p>employee, the number of hours and the pattern of hours that will be worked, as set out in clause 13—Part-time weekly hire employment.</p> <p>(h) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.</p> <p>(i) Following such agreement being reached, the employee converts to full-time or part-time employment.</p> <p>(j) Where, in accordance with clause 14.8(e) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.</p> <p>(k) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 14.8(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 14.8(a).</p> <p>14.9 An employee must not be engaged and re-engaged to avoid any obligation under this award.</p>	<p>set out in clause 11—Part-time weekly hire employment.</p> <p>13.8 An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.</p> <p>13.9 Following such agreement being reached, the employee converts to full-time or part-time employment.</p> <p>13.10 Where, in accordance with clause 13.5 an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.</p> <p>13.11 By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 13.1 as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 13.1.</p> <p>13.12 An employee must not be engaged and re-engaged to avoid any obligation under this award.</p>
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15. Apprentices**15.1 Definitions**

- (a) An **adult apprentice** is an employee who is 21 years of age or over at the time of signing the contract of training.
- (b) An **apprentice** is an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.
- (c) An **apprenticeship** is a system of structured on-the-job training with an employer and off-the-job training with a Registered Training Organisation accessed through a contract of training.
- (d) For the purposes of this award, a **construction apprenticeship** is a contract of training for the acquisition of tradesperson qualifications.
- (e) **Registered Training Organisation (RTO)** means a training organisation registered by the Australian Skills Quality Authority, the Victorian Registration and Qualifications Authority or the Western Australia's Training and Accreditation Council.
- (f) A **contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.
- (g) A **school-based apprentice** is an employee who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

15.2 Conditions of employment

- (a) Apprentices will be engaged in accordance with the terms of this award, any relevant apprenticeship legislation and/or regulations made by any State or Territory training authority with the responsibility for the apprenticeship. The terms of this award apply to apprentices except where otherwise stated.
- (b) An apprentice/trainee will be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-

14. Apprentices**14.1 Definitions**

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- (e) **Registered Training Organisation (RTO)** means a training organisation registered by the Australian Skills Quality Authority, the Victorian Registration and Qualifications Authority or the Western Australia's Training and Accreditation Council.
- (f) A **contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.
- (g) A **school-based apprentice** is an employee who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

14.2 Conditions of employment

- (a) Apprentices will be engaged in accordance with the terms of this award, any relevant apprenticeship legislation and/or regulations made by any State or Territory training authority with the responsibility for the apprenticeship. The terms of this award apply to apprentices except where otherwise stated.
- (b) An apprentice/trainee will be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-

<p>the-job training in accordance with the contract of training.</p> <p>(c) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This clause operates subject to the provisions of Schedule D—School-based Apprentices and the provisions of clause 25.12(b).</p> <p>(d) The notice of termination provisions of the NES apply to apprentices.</p> <p>(e) Redundancy provisions do not apply to apprentices, 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.</p>	<p>the-job training in accordance with the contract of training.</p> <p>(c) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This clause operates subject to the provisions of Schedule D—School-based Apprentices and the provisions of clause 25.12(b).</p> <p>(d) The notice of termination provisions of the NES apply to apprentices.</p> <p>(e) Redundancy provisions do not apply to apprentices, 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.</p>
<p>15.3 Overtime and shiftwork</p> <p>(a) When overtime and/or shiftwork are worked the relevant penalties and allowances prescribed by the award will apply, based on the applicable ordinary time hourly rate. No apprentice/trainee will work overtime or shiftwork on their own or without supervision.</p> <p>(b) No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they so desire.</p> <p>(c) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at the Registered Training Organisation as required by any statute, award, regulation or the contract of training applicable to them.</p> <p>15.4 Payment by results</p> <p>An apprentice will not work under any system of payment by results.</p>	<p>14.3 Overtime and shiftwork</p> <p>(a) When overtime and/or shiftwork are worked the relevant penalties and allowances prescribed by the award will apply, based on the applicable ordinary hourly rate. No apprentice/trainee will work overtime or shiftwork on their own or without supervision.</p> <p>(b) No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they choose to do so.</p> <p>(c) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at the Registered Training Organisation as required by any statute, award, regulation or the contract of training applicable to them.</p> <p>14.4 Payment by results</p> <p>An apprentice will not work under any system of payment by results.</p>

15.5 Lost time

- (a) Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to either paid leave or leave without pay (taken in accordance with clause 38.3(a)). The following year of their apprenticeship does not commence until the additional days have been worked.
- (b) In calculating the extra time to be so served, the apprentice will be credited with time which they have worked during the relevant year in excess of their ordinary hours.

15.6 Training costs—Fees and textbooks

- (a) All fees charged by an RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of commencement of the apprenticeship or a stage of the apprenticeship, or within 3 months of the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (b) An employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.

15.7 Adult apprenticeship—application of general conditions of apprenticeship

The provisions of clause 15—Apprentices will apply to adult apprentices unless specifically provided otherwise by clause 19.8.

15.8 Attendance at block release training

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) closer to the apprentice's usual place of work and the use of the more distant RTO is not agreed between the employer and the apprentice.

14.5 Lost time

- (a) Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to either paid leave or leave without pay (taken in accordance with clause 30.3(a)). The following year of their apprenticeship does not commence until the additional days have been worked.
- (b) In calculating the extra time to be so served, the apprentice will be credited with time which they have worked during the relevant year in excess of their ordinary hours.

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- (b) An employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.

14.7 Adult apprenticeship—application of general conditions of apprenticeship

The provisions of clause 14—Apprentices will apply to adult apprentices unless specifically provided otherwise by clause 19.8.

14.8 Attendance at block release training

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) closer to the apprentice's usual place of work and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (b) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, in excess of the fares and travel patterns allowance payable under clause 25.12(a). For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not in transit.
- (c) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (d) This clause applies in lieu of the provisions contained in clause 24—Living away from home—distant work.

15.9 Competency based progression

- (a) For the purpose of competency based wage progression in clause 19.7 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 19.7 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:
 - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or

- (b) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, in excess of the fares and travel patterns allowance payable under clause 25.12(a). For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not in transit.
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 - (iii) either:
 - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or

<p>(B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.</p> <p>(b) If the employer disagrees with the assessment of the RTO referred to in clause 15.9(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.</p> <p>(c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.</p> <p>(d) The apprentice will be paid the wage rate referred to in clause 15.9(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 15.9(a)(iii) or on a date as determined under the dispute resolution process in clause 15.9(b).</p>	<p>(B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.</p> <p>(b) If the employer disagrees with the assessment of the RTO referred to in clause 14.9(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.</p> <p>(c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.</p> <p>(d) The apprentice will be paid the wage rate referred to in clause 14.9(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 14.9(a)(iii) or on a date as determined under the dispute resolution process in clause 14.9(a).</p>
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<p>16. Termination of employment</p> <p>16.2 Notice of termination by an employee</p> <p>16.3 Job search entitlement</p> <p><i>Provision not reproduced - no change</i></p>	<p>Part 8 —Termination of Employment and Redundancy</p> <p>38. Termination of employment</p> <p>38.2 Notice of termination by an employee</p> <p><i>Provision not reproduced - no change</i></p>																														
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<p>Part 4—Classifications and Minimum Wage Rates</p> <p>18. Classifications</p> <p>The definitions of the classification levels in clause 19—Minimum wages are contained in Schedule B—Classification Definitions.</p>	<p>15. Classifications</p> <p>The definitions of the classification levels in clause 19—Minimum wages are contained in Schedule A—Classification Definitions.</p>																														
<p>19. Minimum wages</p> <p>19.1 General</p> <p>(a) An adult employee within a level specified in the following table will be paid not less than the rate per week assigned to the appropriate classification, as defined in Schedule B—Classification Definitions, in which such an employee is working:</p> <table border="1" data-bbox="280 1117 1030 1468"> <thead> <tr> <th>Level</th> <th>Minimum weekly wage</th> <th>Minimum hourly wage</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Level 9 (ECW 9)</td> <td>894.80</td> <td>23.55</td> </tr> <tr> <td>Level 8 (CW/ECW 8)</td> <td>879.30</td> <td>23.14</td> </tr> <tr> <td>Level 7 (CW/ECW 7)</td> <td>858.60</td> <td>22.59</td> </tr> </tbody> </table>	Level	Minimum weekly wage	Minimum hourly wage		\$	\$	Level 9 (ECW 9)	894.80	23.55	Level 8 (CW/ECW 8)	879.30	23.14	Level 7 (CW/ECW 7)	858.60	22.59	<p>Part 4—Wages and Allowances</p> <p>19. Minimum wages</p> <p>19.1 General</p> <p>(a) An employee within a level specified in the following table will be paid not less than the rate assigned to the appropriate classification, as defined in Schedule A—Classification Definitions, in which the employee is working:</p> <table border="1" data-bbox="1310 1093 2083 1476"> <thead> <tr> <th>Level</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Level 9 (ECW 9)</td> <td>894.80</td> <td>23.55</td> </tr> <tr> <td>Level 8 (CW/ECW 8)</td> <td>879.30</td> <td>23.14</td> </tr> <tr> <td>Level 7 (CW/ECW 7)</td> <td>858.60</td> <td>22.59</td> </tr> </tbody> </table>	Level	Minimum weekly rate	Minimum hourly rate		\$	\$	Level 9 (ECW 9)	894.80	23.55	Level 8 (CW/ECW 8)	879.30	23.14	Level 7 (CW/ECW 7)	858.60	22.59
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<p>19.2 Leading hands</p> <p>(a) A person specifically appointed to be a leading hand must be paid at the rate of the undermentioned percentages of the above weekly rates of the highest classification supervised, or the employee’s own rate, whichever is the higher in accordance with the number of persons in the employee’s charge.</p>	<p>19.2 Leading hands</p> <p>(a) A person specifically appointed to be a leading hand must be paid at the rate of the following percentages of the weekly rates in clause 19.1(a) of the highest classification supervised, or the employee’s own rate, whichever is the higher in accordance with the number of persons in the employee’s charge.</p>																																																												

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More than 10 persons	9.0																				
<p>19.3 Hourly rate calculation</p> <p>(a) Daily hire employees—follow the job loading</p> <p>(i) The calculation of the hourly rate will take into account a factor of eight days in respect of the incidence of loss of wages for periods of unemployment between jobs.</p> <p>(ii) For this purpose the hourly rate, calculated to the nearest cent (less than half a cent to be disregarded), will be calculated by multiplying the sum of the appropriate amounts prescribed in:</p> <ul style="list-style-type: none"> • clause 19.1—Minimum wages; • clause 21.2—Industry allowance; <p>and where applicable,</p> <ul style="list-style-type: none"> • clause 20.1—Tool and employee protection allowance; • clause 21.3—Underground allowance, <p>by 52 over 50.4 (52/50.4) rounded to the nearest cent, adding to that subtotal the amount prescribed in clause 21.1—Special allowance, and dividing the total by 38.</p>	<p>19.3 Hourly rate calculation</p> <p>(a) Daily hire employees—follow the job loading</p> <p>(i) The calculation of the hourly rate will take into account a factor of eight days in respect of the incidence of loss of wages for periods of unemployment between jobs.</p> <p>(ii) For this purpose the hourly rate, calculated to the nearest cent (less than half a cent to be disregarded), will be calculated by multiplying the sum of the appropriate amounts prescribed in:</p> <ul style="list-style-type: none"> • clause 19.1—Minimum wages; • clause 21.2—Industry allowance; <p>and where applicable,</p> <ul style="list-style-type: none"> • clause 20.1—Tool and employee protection allowance; • clause 21.3—Underground allowance, <p>by 52 over 50.4 (52/50.4) rounded to the nearest cent, adding to that subtotal the amount prescribed in clause 21.1—Special allowance, and dividing the total by 38.</p>																				

<p>Provided that in the case of a carpenter-diver, the divisor will be 31, and for refractory bricklayers and their assistants the allowance contained in clause 21.8—Refractory bricklaying allowance, will be added to the hourly rate.</p> <p>(b) Weekly hire employees</p> <p>The hourly rate will be calculated by adding the amounts prescribed in:</p> <ul style="list-style-type: none"> • clause 19.1—Minimum wages; • clause 21.1—Special allowance; • clause 21.2—Industry allowance; <p>and, where applicable:</p> <ul style="list-style-type: none"> • clauses 20.1—Tool and employee protection allowance; • clause 21.3—Underground allowance; • clause 21.11—Air-conditioning industry and refrigeration industry allowances; • clause 21.12—Electrician’s licence allowance; and • clause 21.13—In charge of plant allowance; <p>and dividing the total by 38.</p>	<p>Provided that in the case of a carpenter-diver, the divisor will be 31, and for refractory bricklayers and their assistants the allowance contained in clause 21.8—Refractory bricklaying allowance, will be added to the hourly rate.</p> <p>(b) Weekly hire employees</p> <p>The hourly rate will be calculated by adding the amounts prescribed in:</p> <ul style="list-style-type: none"> • clause 19.1—Minimum wages; • clause 21.1—Special allowance; • clause 21.2—Industry allowance; <p>and, where applicable:</p> <ul style="list-style-type: none"> • clause 20.1—Tool and employee protection allowance; • clause 21.3—Underground allowance; • clause 21.11—Air-conditioning industry and refrigeration industry allowances; • clause 21.12—Electrician’s licence allowance; and • clause 21.13—In charge of plant allowance; <p>and dividing the total by 38.</p>
<p>19.4 Presenting for work but not required</p> <p>(a) A new employee, if engaged and presenting for work to commence employment and not being required, will be entitled to at least eight hours’ work or payment therefore at ordinary time hourly rates, plus the appropriate allowance prescribed by clause 25—Fares and travel patterns allowance.</p> <p>(b) However, if the services of any employee are not required by reason of inclement weather, then the provision of clause 23—Inclement weather, will apply.</p> <p>(c) Clause 19.4 does not apply to casual employees.</p>	<p>19.4 Presenting for work but not required</p> <p>(a) Clause 19.4 does not apply to casual employees.</p> <p>(b) A new employee, if engaged and presenting for work to commence employment and not being required, will be entitled to at least eight hours’ work or payment for eight hours at the ordinary hourly rate, plus the appropriate allowance prescribed by clause 25—Fares and travel patterns allowance.</p> <p>(c) However, if the services of any employee are not required by reason of inclement weather, then the provision of clause 23—Inclement weather, will apply.</p>

<p>19.5 Mobile cranes capacity adjustment formula</p> <p>For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes, an amount of 2.4% of the weekly standard rate must be added to the base rate for Level 5 (CW/EW5) and above.</p>	<p>19.5 Mobile cranes capacity adjustment formula</p> <p>For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes, an amount of \$18.36 per week must be added to the base rate for Level 5 (CW/EW5) and above.</p>
<p>19.6 Piece rates</p> <p>(a) An employer and an employee may agree to remunerate the employee in whole or in part by piece rates, instead of (in whole or in part) the rates and allowances provided for in this award.</p> <p>(b) The agreement must be made without coercion or duress.</p> <p>(c) The employer must record a piece rate agreement made under this clause in writing and provide a copy to the employee and must keep the agreement as a time and wages record.</p> <p>(d) The piece rate agreement must set out the following information:</p> <p>(i) the parties to the agreement;</p> <p>(ii) the date the agreement commences to operate; and</p> <p>(iii) the basis on which the piece rate payment is made and how piecework will be measured.</p> <p>(e) An employee working under a piece rate agreement must:</p> <p>(i) be paid no less than the amount to which the employee would have been entitled to receive under the rates and allowances prescribed by this award if the piece rate agreement had not been made; and</p> <p>(ii) not disadvantage the employee in relation to their terms and conditions of employment.</p> <p>(f) For the purpose of the NES, the base rate of pay for a pieceworker is the base rate of pay as defined in the NES</p> <p>(g) For the purpose of the NES, the full rate of pay for a pieceworker is the full rate of pay as defined in the NES</p>	<p>19.6 Piece rates</p> <p>(a) An employer and an employee may agree to remunerate the employee in whole or in part by piece rates, instead of (in whole or in part) the rates and allowances provided for in this award.</p> <p>(b) The agreement must be made without coercion or duress.</p> <p>(c) The employer must record a piece rate agreement made under this clause in writing and provide a copy to the employee and must keep the agreement as a time and wages record.</p> <p>(d) The piece rate agreement must set out the following information:</p> <p>(i) the parties to the agreement;</p> <p>(ii) the date the agreement commences to operate; and</p> <p>(iii) the basis on which the piece rate payment is made and how piecework will be measured.</p> <p>(e) An employee working under a piece rate agreement must:</p> <p>(i) be paid no less than the amount which the employee would have been entitled to receive under the rates and allowances prescribed by this award if the piece rate agreement had not been made; and</p> <p>(ii) not disadvantage the employee in relation to their terms and conditions of employment.</p> <p>(f) For the purpose of the NES, the base rate of pay for a pieceworker is the base rate of pay as defined in the NES.</p> <p>(g) For the purpose of the NES, the full rate of pay for a pieceworker is the full rate of pay as defined in the NES.</p>

(h) An agreement made under this clause may be terminated by written agreement between the employer and the employee or by either party giving four weeks' notice in writing to the other party and the agreement will cease to operate at the end of the notice period.

(h) An agreement made under this clause may be terminated by written agreement between the employer and the employee or by either party giving four weeks' notice in writing to the other party and the agreement will cease to operate at the end of the notice period.

19.7 Apprentice wages

- (a)** A person who has completed a full apprenticeship must not be paid less than the standard rate.
- (b)** An apprentice shall be paid a minimum rate of pay calculated on the total of the percentage of the standard rate determined in accordance with the following tables, and the allowances prescribed in clause 19.7(e):
 - (i)** Apprentices who commence a contract of training on or after 1 January 2014 (excluding apprentices covered by the Electrotechnology Training Package)

(A) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	Have not completed year 12	Have completed year 12
		% of the standard rate	
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	50	55
Stage 2	<ul style="list-style-type: none"> • On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or • 12 months after commencing the apprenticeship, whichever is the earlier. 	60	65
Stage 3	<ul style="list-style-type: none"> • On attainment of 50% of 	75	75

19.7 Apprentice wages

- (a)** A person who has completed a full apprenticeship must not be paid less than the standard rate.
- (b)** An apprentice will be paid a minimum rate of pay calculated on the total of the percentage of the standard rate in the following tables, and the allowances prescribed in clause 19.7(c):
 - (i)** Apprentices who commence a contract of training on or after 1 January 2014 (excluding apprentices covered by the Electrotechnology Training Package)

(A) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	Have not completed year 12	Have completed year 12
		% of the standard rate	
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	50	55
Stage 2	On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier.	60	65
Stage 3	On attainment of 50% of	75	75

	the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or		
Stage 4	<ul style="list-style-type: none"> 12 months after commencing Stage 2, whichever is the earlier. On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 3, whichever is the earlier. 	90	90
(B) Three year apprenticeship (nominal term)			
Stage of apprenticeship	Minimum training requirements on entry	% of the standard rate	
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 1	55	
Stage 2	<ul style="list-style-type: none"> On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier. 	75	
Stage 3	<ul style="list-style-type: none"> On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier. 	90	

	the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or		
Stage 4	<ul style="list-style-type: none"> 12 months after commencing Stage 2, whichever is the earlier. On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 3, whichever is the earlier. 	90	90

(B) Three year apprenticeship (nominal term)		
Stage of apprenticeship	Minimum training requirements on entry	% of the standard rate
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 1	55
Stage 2	<ul style="list-style-type: none"> On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier. 	75
Stage 3	<ul style="list-style-type: none"> On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier. 	90

- (ii) Apprentices who commence a contract of training on or after 1 January 2014 (apprentices covered by the Electrotechnology Training Package)

Year of apprenticeship	Have not completed year 12	Have completed year 12
	% of the standard rate	
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	90	90

- (iii) Apprentices who commenced a contract of training prior to 1 January 2014:

Four year apprenticeship	% of the standard rate
1st year	45
2nd year	55
3rd year	75
4th year	90
Three year apprenticeship	% of the standard rate
1st year	55
2nd year	75
3rd year	90

- (ii) Apprentices who commence a contract of training on or after 1 January 2014 (apprentices covered by the Electrotechnology Training Package)

Year of apprenticeship	Have not completed year 12	Have completed year 12
	% of the standard rate	
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	90	90

- (iii) Apprentices who commenced a contract of training before 1 January 2014:

Four year apprenticeship	% of the standard rate
1st year	45
2nd year	55
3rd year	75
4th year	90
Three year apprenticeship	% of the standard rate
1st year	55
2nd year	75
3rd year	90

(c) Transitional provisions competency based progression

- (i) An apprentice is entitled to progress through the wage structure based on achievement of competency in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:
- if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and
 - that would have entitled the apprentice to progress through the wage structure based on achievement of competencies.
- (ii) Clause 19.7(c) ceases to operate on 31 December 2014.

(d) Transitional provisions—Two year residential apprenticeships in Western Australia commence prior to 1st January 2014

- (i) An apprenticed employee undertaking a two year residential apprenticeship in Western Australia will be paid the percentage of the standard rate, as follows:

Nominated residential apprenticeships in Western Australia

Year of apprenticeship	% of the standard rate
1st year	55
2nd year	75

- (ii) Clause 19.7(d) ceases to operate on 31 December 2014.

Transitional provision - clause removed - obsolete

(e) In addition to the above rates apprentices will be paid amounts prescribed in:

- clause 21.2—Industry allowance;
- clause 20.1—Tool and employee protection allowance;
- the relevant percentage (as identified in clauses 19.7(b) and (d) for the year of the apprenticeship) of the Special allowance contained in clause 21.1;

and, where applicable,

- clause 21.3—Underground allowance; and
- for refractory bricklaying apprentices the relevant percentage (as identified in clause 19.7(b) for the year of the apprenticeship) of the Refractory bricklaying allowance contained in clause 21.8.

as part of the ordinary weekly wage for all purposes.

(f) Notwithstanding the nominal period, the apprenticeship (excluding apprentices covered by the Electrotechnology Training Package) is completed in a shorter period when:

- (i) the qualification specified in the contract of training is successfully completed; and
- (ii) the apprentice has the necessary practical experience to achieve competency in the skills covered by the contract of training, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
- (iii) the requirements of the relevant State/Territory training authority and any requirements of the Construction and Property Services Industry Skills Council with respect to demonstration of competency and any minimum necessary work experience requirements are met; and

(c) In addition to the above rates apprentices will be paid amounts prescribed in:

- clause 21.2—Industry allowance;
- clause 20.1—Tool and employee protection allowance;
- the relevant percentage (as identified in clause 19.7(b) for the year of the apprenticeship) of the Special allowance contained in clause 21.1;

and, where applicable,

- clause 21.3—Underground allowance; and
- for refractory bricklaying apprentices the relevant percentage (as identified in clause 19.7(b) for the year of the apprenticeship) of the Refractory bricklaying allowance contained in clause 21.8.

as part of the ordinary weekly wage for all purposes.

(d) Notwithstanding the nominal period, the apprenticeship (excluding apprentices covered by the Electrotechnology Training Package) is completed in a shorter period when:

- (i) the qualification specified in the contract of training is successfully completed; and
- (ii) the apprentice has the necessary practical experience to achieve competency in the skills covered by the contract of training, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
- (iii) the requirements of the relevant State/Territory training authority and any requirements of the Construction and Property Services Industry Skills Council with respect to demonstration of competency and any minimum necessary work experience requirements are met; and

<p>(iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.</p>	<p>(iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.</p>
<p>19.8 Adult apprenticeship</p> <p>(a) (i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the ordinary time hourly rate of pay by virtue of entering into the contract of training.</p> <p>(ii) Provided that for employees engaged in the general building and construction, and civil construction, sectors the provision in 19.8(a)(i) above shall only apply to employees who have been employed by the employer for at least six months as a full-time weekly or daily hire employee, or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.</p> <p>(b) For the purpose of fixing a rate of pay only, the adult apprentice will continue to receive the ordinary time hourly rate of pay that is applicable to the classification or class of work specified in clause 19.1, and in which the adult apprentice was engaged immediately prior to entering into the contract of training.</p> <p>(c) Subject to clauses 19.8(a) and 19.8(b), the rate of pay of an adult apprentice will be the ordinary time hourly rate prescribed for the lowest paid classification in clause 19.1 or the ordinary time hourly rate prescribed by clause 19.7 for the relevant year of apprenticeship, whichever is the greater.</p>	<p>19.8 Adult apprenticeship</p> <p>(a) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the ordinary hourly rate of pay by virtue of entering into the contract of training.</p> <p>(b) Provided that for employees engaged in the general building and construction, and civil construction sectors, the provision in 19.8(a) will only apply to employees who have been employed by the employer for at least 6 months as a full-time weekly or daily hire employee, or 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.</p> <p>(c) For the purpose of fixing a rate of pay only, the adult apprentice will continue to receive the ordinary hourly rate of pay that is applicable to the classification or class of work specified in clause 19.1, and in which the adult apprentice was engaged immediately prior to entering into the contract of training.</p> <p>(d) Subject to clauses 19.8(a) to 19.8(c), the rate of pay of an adult apprentice will be the ordinary hourly rate prescribed for the lowest paid classification in clause 19.1 or the ordinary hourly rate prescribed by clause 19.7 for the relevant year of apprenticeship, whichever is the greater.</p>
<p>20. Expense related allowance</p> <p>20.1 Tool and employee protection allowance</p> <p>(a) A tool allowance must be paid for all purposes of the award in accordance with the following table:</p>	<p>20. Expense related allowances</p> <p>20.1 Tool and employee protection allowance</p> <p>(a) A tool allowance must be paid for all purposes of the award in accordance with the following table:</p>

Classification	Tool allowance \$ per week	Classification	Tool allowance \$ per week
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter cutter, marble and slate worker, stonemason or tilelayer	30.06	Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter cutter, marble and slate worker, stonemason or tilelayer	30.06
Caster, fixer, floorlayer specialist or plasterer	24.84	Caster, fixer, floorlayer specialist or plasterer	24.84
Refractory bricklayer or bricklayer	21.33	Refractory bricklayer or bricklayer	21.33
Roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction sector	15.74	Roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction sector	15.74
Signwriter, painter or glazier	7.22	Signwriter, painter or glazier	7.22
<p>(b) The above allowance does not include the provision of the following tools or protective equipment. Where the following tools or protective equipment are provided by the employee then the employee must be reimbursed for the cost of such tools or protective equipment by the employer, or alternatively the employer may elect to provide such tools or protective equipment:</p>		<p>(b) The above allowance does not include the provision of the following tools or protective equipment. Where the following tools or protective equipment are provided by the employee then the employee must be reimbursed for the cost of such tools or protective equipment by the employer, or alternatively the employer may elect to provide such tools or protective equipment:</p>	
<p>(i) Bricklayers:</p>		<p>(i) Bricklayers:</p>	
<ul style="list-style-type: none"> • scutch comb; • hammers (excepting mash and brick hammers); • rubber mallets; and/or • T squares. 		<ul style="list-style-type: none"> • scutch comb; • hammers (excepting mash and brick hammers); • rubber mallets; and/or • T squares. 	
<p>(ii) Carpenters and joiners:</p>		<p>(ii) Carpenters and joiners:</p>	
<ul style="list-style-type: none"> • dogs and cramps of all descriptions; 		<ul style="list-style-type: none"> • dogs and cramps of all descriptions; 	

- bars of all descriptions;
- augers of all sizes;
- star bits and bits not ordinarily used in a brace;
- hammers, except claw hammers;
- glue pots and glue brushes,
- dowell plates;
- trammels;
- hand and thumb screws;
- spanners; and/or
- soldering irons.

(iii) Stonemasons:

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

(iv) Plasterers:

- all floating rules, trammels, centres, buckets and sieves. Stands for plasterers' mortar boards not less than 76 centimetres from the ground or where practicable and safe from a scaffold level; and/or
- overalls and the approved brush and roller to perform the work when required to brush on to walls and ceilings, bondcrete, plasterweld or similar substances.

- bars of all descriptions;
- augers of all sizes;
- star bits and bits not ordinarily used in a brace;
- hammers, except claw hammers;
- glue pots and glue brushes,
- dowell plates;
- trammels;
- hand and thumb screws;
- spanners; and/or
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- overalls and the approved brush and roller to perform the work when required to brush on to walls and ceilings, bondcrete, plasterweld or similar substances.

(v) Tradespersons in the metals and engineering construction sector:

- power tools, special purpose tools, and precision measuring instruments for the use of tradespersons and for sheetmetal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.

A tradesperson will replace or pay for any tools supplied by their employer if lost through their negligence.

(vi) Civil construction employees:

- waterproof protective clothing required by an employee for particular tasks being performed;
- gloves, overalls, basel aprons and other appropriate protective clothing for employees using toxic substances, bitumen, tar, green timber, second-hand timber or bricks;
- a light coat or jacket with high visibility red markings for employees engaged on road work and/or railway work where traffic is not excluded by the use of continuous barriers or fences; and/or
- adequate detergents and solvents for the removal of excessive dirt, bitumen, emulsions, paint and similar substances from the employee's person.

Mess personnel will be reimbursed for the cost of purchasing at least three sets of appropriate clothing which will be laundered and maintained by the employer. These items will include shorts, shirts, trousers, aprons and caps. The provisions of this subclause do not apply where the items of clothing are provided free of charge by the employer. The items will remain the property of the employer.

(vii) All employees:

- all power tools and steel tapes over six metres;
- gloves and hand protective paste for employees engaged in

(v) Tradespersons in the metals and engineering construction sector:

- power tools, special purpose tools, and precision measuring instruments for the use of tradespersons and for sheetmetal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.

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- a light coat or jacket with high visibility red markings for employees engaged on road work and/or railway work where traffic is not excluded by the use of continuous barriers or fences; and/or
- adequate detergents and solvents for the removal of excessive dirt, bitumen, emulsions, paint and similar substances from the employee's person.

Mess personnel will be reimbursed for the cost of purchasing at least three sets of appropriate clothing which will be laundered and maintained by the employer. These items will include shorts, shirts, trousers, aprons and caps. The provisions of clause 20.1(b)(vi) do not apply where the items of clothing are provided free of charge by the employer. The items will remain the property of the employer.

(vii) All employees:

- all power tools and steel tapes over six metres;
- gloves and hand protective paste for employees engaged in

handling hot bitumen, creosote, oiled formwork, refractory repair work and in washing down brickwork;

- protective clothing for employees required to use muriatic acid;
- suitable material and/or coloured glass for the protection of employees working on oxyacetylene or electric arc welding;
- suitable screens to protect employees from flash where electric arc operators are working;
- gas masks for employees engaged upon work where gas is present; and/or
- hand protective paste for any painter, signwriter, plasterer or glazier who requires its use.

(viii) All employees other than refractory bricklayers

Where employees are required either by the employer or by legislation to wear steel toe capped safety boots the employer will reimburse employees for the cost of purchasing such boots on commencement of work. Subject to fair wear and tear, boots will be replaced each six months if required and sooner if agreed.

- (c) An employee required to use toxic substances covered by clause 22.2(i) in surroundings where there is an absence of adequate natural ventilation must be provided with:
- (i) an approved type of respirator and/or an approved type of hood with airline attached;
 - (ii) protective clothing as approved by the relevant safety authority;
 - (iii) soap and washing materials;
 - (iv) pneumatic rubber tyred wheelbarrow for loads of bricks and materials;
 - (v) overalls where necessary, when bricklayers are engaged on

handling hot bitumen, creosote, oiled formwork, refractory repair work and in washing down brickwork;

- protective clothing for employees required to use muriatic acid;
- suitable material and/or coloured glass for the protection of employees working on oxyacetylene or electric arc welding;
- suitable screens to protect employees from flash where electric arc operators are working;
- gas masks for employees engaged upon work where gas is present; and/or
- hand protective paste for any painter, signwriter, plasterer or glazier who requires its use.

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 - (ii) protective clothing as approved by the relevant safety authority;
 - (iii) soap and washing materials;
 - (iv) pneumatic rubber tyred wheelbarrow for loads of bricks and materials;
 - (v) overalls where necessary, when bricklayers are engaged on

<p>work covered by clauses 22.2(m) and 22.2(n).</p> <p>(d) Special conditions to apply to bricklayers engaged on construction or repairs to refractory brickwork</p> <p>The following special conditions will apply to bricklayers engaged on construction or repairs to refractory brickwork instead of clause 20.1(b)(viii) dealing with safety boots:</p> <p>(i) after six weeks employment, and on request from the employee, an allowance of \$84.98 must be provided for the purchase of boots. The same allowance must be provided to cover the cost of replacement boots, provided that the allowance need not be paid more than once in any six month period dating from the time the allowance is first provided. The allowance is not payable where the employer provides boots; and/or</p> <p>(ii) employees provided with the allowance, or the boots, will accrue credit at the rate of \$4.25 per week from the date of the request. An employee leaving, or being dismissed, before 20 weeks' employment after the date of the request will repay the difference between the credit accrued and the \$84.98; and</p> <p>(iii) an employer must reimburse an employee for an x-ray once every six months, if requested by an employee engaged in refractory brickwork, or working in a tuberculosis home or hospital. Such x-rays may be taken during working hours and count as time worked. An employee who ceases work in a tuberculosis home or hospital may also request an x-ray on cessation of work.</p>	<p>work covered by clauses 22.2(m) and 22.2(n).</p> <p>(d) Special conditions to apply to bricklayers engaged on construction or repairs to refractory brickwork</p> <p>The following special conditions will apply to bricklayers engaged on construction or repairs to refractory brickwork instead of clause 20.1(b)(viii) dealing with safety boots:</p> <p>(i) after six weeks employment, and on request from the employee, an allowance of \$84.98 must be provided for the purchase of boots. The same allowance must be provided to cover the cost of replacement boots, provided that the allowance need not be paid more than once in any six month period dating from the time the allowance is first provided. The allowance is not payable where the employer provides boots; and/or</p> <p>(ii) employees provided with the allowance, or the boots, will accrue credit at the rate of \$4.25 per week from the date of the request. An employee leaving, or being dismissed, before 20 weeks' employment after the date of the request will repay the difference between the credit accrued and the \$84.98; and</p> <p>(iii) an employer must reimburse an employee for an x-ray once every six months, if requested by an employee engaged in refractory brickwork, or working in a tuberculosis home or hospital. Such x-rays may be taken during working hours and count as time worked. An employee who ceases work in a tuberculosis home or hospital may also request an x-ray on cessation of work.</p>
<p>20.2 Meal allowance</p> <p>(a) An employee required to work overtime for at least one and a half hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 34—Shiftwork, or 38—Annual leave, must be paid by the employer an amount of \$14.27 to meet the cost of a meal.</p> <p>(b) This subclause will not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job</p>	<p>20.2 Meal allowance</p> <p>(a) An employee required to work overtime for at least one and a half hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 17—Shiftwork, or 30—Annual leave, must be paid by the employer an amount of \$14.27 to meet the cost of a meal.</p> <p>(b) Clause 20.2 will not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job</p>

<p>allowance as provided for in clause 24—Living away from home—distant work, and is provided with a suitable meal.</p> <p>(c) An operator employee will be entitled to be paid \$14.27 for each meal after the completion of each four hours from the commencement of overtime.</p>	<p>allowance as provided for in clause 24—Living away from home—distant work, and is provided with a suitable meal.</p> <p>(c) An operator employee will be entitled to be paid \$14.27 for each meal after the completion of each four hours from the commencement of overtime.</p>
<p>20.3 Compensation for clothes and tools</p> <p>(a) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, fire, molten metal or corrosive substances, must be paid such amount to cover the loss suffered by the employee as may be agreed upon between the employee and the employer.</p> <p>(b) An employee must be reimbursed by the employer to a maximum of \$1743.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer’s direction in a room or building on the employer’s premises, job or workshop or if the tools are lost or stolen while being transported by the employee at the employer’s direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness, or where the employee does not report for work because of illness or accident and has advised the employer of such absence.</p> <p>(c) An employee transporting their own tools must take all reasonable care to protect those tools and prevent theft or loss.</p> <p>(d) When an employer requires an employee to wear spectacles with toughened glass lenses the employer must pay the cost of the toughening process.</p> <p>(e) For the purposes of this clause:</p> <ul style="list-style-type: none"> (i) only tools used by the employee in the course of their employment will be covered by this clause; (ii) the employee will, if requested to do so, furnish the employer with a list of tools so used; (iii) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and 	<p>20.3 Compensation for clothes and tools</p> <p>(a) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, fire, molten metal or corrosive substances, must be paid an amount to cover the loss suffered by the employee as may be agreed upon between the employee and the employer.</p> <p>(b) An employee must be reimbursed by the employer to a maximum of \$1743.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer’s direction in a room or building on the employer’s premises, job or workshop or if the tools are lost or stolen while being transported by the employee at the employer’s direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness, or where the employee does not report for work because of illness or accident and has advised the employer of such absence.</p> <p>(c) An employee transporting their own tools must take all reasonable care to protect those tools and prevent theft or loss.</p> <p>(d) When an employer requires an employee to wear spectacles with toughened glass lenses the employer must pay the cost of the toughening process.</p> <p>(e) For the purposes of this clause:</p> <ul style="list-style-type: none"> (i) only tools used by the employee in the course of their employment will be covered by this clause; (ii) the employee will, if requested to do so, furnish the employer with a list of tools so used; (iii) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and

(iv) the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

(iv) the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

20.4 Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Tool and employee protection allowance	Eight Capitals Consumer Price Index
Compensation for clothes and tools	Eight Capitals Consumer Price Index
Meal allowance	Meals out and take away foods sub-group
Living away from home—distant work	Domestic holiday travel and accommodation sub-group
Camping	Average of Food and non-alcoholic beverages, housing and transport groups
Fares and travel patterns allowance	Transport group
Weekend return home	Transport group
Transport and transporting tools	Transport group

C.2.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Tool and employee protection allowance	All groups
Compensation for clothes and tools	All groups
Meal allowance	Meals out and take away foods sub-group
Living away from home—distant work	Domestic holiday travel and accommodation sub-group
Camping	Average of Food and non-alcoholic beverages, housing and transport groups
Fares and travel patterns allowance	Transport group
Weekend return home	Transport group
Transport and transporting tools	Transport group

<p>21. Site and general wage related allowances</p> <p>21.1 Special allowance</p> <p>(a) Employees must be paid a special allowance of \$7.70 per week to compensate for the following matters:</p> <p>(i) excess travelling time incurred by employees in the on-site building and construction industry; and</p> <p>(ii) the removal of loadings from the various building awards in this industry.</p> <p>(b) This allowance will not be adjusted.</p>	<p>21. Site and general wage related allowances</p> <p>21.1 Special allowance</p> <p>(a) Employees must be paid a special allowance of \$7.70 per week to compensate for the following matters:</p> <p>(i) excess travelling time incurred by employees in the on-site building and construction industry; and</p> <p>(ii) the removal of loadings from the various building awards in this industry.</p> <p>(b) This allowance will not be adjusted.</p>
<p>21.2 Industry allowance</p> <p>In addition to the rates prescribed in clause 19—Minimum wages, an employee must be paid an allowance at the rate of 3.7% of the weekly standard rate per week to compensate for the following disabilities associated with construction work:</p> <p>(a) climatic conditions when working in the open on all types of work;</p> <p>(b) the physical disadvantage of having to climb stairs or ladders;</p> <p>(c) the disability of dust blowing in the wind, brick dust and drippings from newly poured concrete;</p> <p>(d) sloppy and muddy conditions associated with the initial stages of the erection of a building;</p> <p>(e) the disability of working on all types of scaffolds or ladders, other than a swing scaffold, suspended scaffold, or a bosun’s chair;</p> <p>(f) the lack of the usual amenities associated with factory work, (e.g. meal rooms, change rooms, lockers).</p>	<p>21.2 Industry allowance</p> <p>In addition to the rates prescribed in clause 19—Minimum wages, an employee must be paid an allowance at the rate of \$28.30 per week to compensate for the following disabilities associated with construction work:</p> <p>(a) climatic conditions when working in the open on all types of work;</p> <p>(b) the physical disadvantage of having to climb stairs or ladders;</p> <p>(c) the disability of dust blowing in the wind, brick dust and drippings from newly poured concrete;</p> <p>(d) sloppy and muddy conditions associated with the initial stages of the erection of a building;</p> <p>(e) the disability of working on all types of scaffolds or ladders, other than a swing scaffold, suspended scaffold, or a bosun’s chair;</p> <p>(f) the lack of the usual amenities associated with factory work, (e.g. meal rooms, change rooms, lockers).</p>

<p>21.3 Underground allowance</p> <p>(a) An employee, other than an employee in an Operator classification, who is required to work underground must be paid an additional allowance of 1.8% of the weekly standard rate per week for all purposes of the award in addition to the allowance prescribed in clause 21.2.</p> <p>(b) Provided that an employee required to work underground for no more than four days or shifts in any ordinary week must be paid an additional 0.4% of the weekly standard rate per day or shift and in addition the allowance prescribed in clause 21.2.</p> <p>(c) Where a shaft is to be sunk to a depth greater than six metres, the payment of the underground allowance will commence from the surface.</p> <p>(d) These allowances will not be payable to employees engaged upon pot and drive work at a depth of 3.5 metres or less.</p>	<p>21.3 Underground allowance</p> <p>(a) An employee, other than an employee in an Operator classification, who is required to work underground must be paid an additional allowance of \$13.77 per week for all purposes of the award in addition to the allowance prescribed in clause 21.2.</p> <p>(b) Provided that an employee required to work underground for no more than four days or shifts in any ordinary week must be paid an additional \$3.06 per day or shift and in addition the allowance prescribed in clause 21.2.</p> <p>(c) Where a shaft is to be sunk to a depth greater than six metres, the payment of the underground allowance will commence from the surface.</p> <p>(d) These allowances will not be payable to employees engaged upon pot and drive work at a depth of 3.5 metres or less.</p>
<p>21.4 Multistorey allowance</p> <p>(a) A multistorey allowance must be paid to all employees on-site whilst engaged in construction or renovation of a multistorey building to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.</p> <p>(b) Provided that for the purposes of this clause renovation work is work performed on existing multistorey buildings and such work involves structural alterations which extend to more than two storey levels in a building, and at least part of the work to be performed is above the fourth floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.</p> <p>(c) In this clause:</p> <p>multistorey building means a building which will, when complete, consist of five or more storey levels</p> <p>complete means the building is fully functional and all work which was part of the principal contract is complete</p>	<p>21.4 Multistorey allowance</p> <p>(a) A multistorey allowance must be paid to all employees on-site whilst engaged in construction or renovation of a multistorey building to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.</p> <p>(b) Provided that for the purposes of clause 21.4 renovation work is work performed on existing multistorey buildings and such work involves structural alterations which extend to more than two storey levels in a building, and at least part of the work to be performed is above the fourth floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.</p> <p>(c) In clause 21.4:</p> <p>multistorey building means a building which will, when complete, consist of five or more storey levels</p> <p>complete means the building is fully functional and all work which was part of the principal contract is complete</p>

storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and will include basement levels and mezzanine or similar levels (but excluding **half floors** such as toilet blocks or store rooms located between floors)

floor level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

- (d) Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed 15 metres in height may be covered by this subclause, or by clause 22.3(a) by agreement between the employer and an employee.
- (e) **Plant room:** a plant room situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof or an area of 100 square metres whichever is the lesser.
- (f) **Rates**
 - (i) Except as provided for in clause 21.4(g), an allowance in accordance with the following table must be paid to all employees on the building site. The higher allowances presented in respect of work on the 16th and subsequent floors will be paid to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls—rises above the floor level first designated in the allowance scale:

Storeys	Allowance per hour
From the commencement of building to 15th floor level	2.6% of the hourly standard rate
From the 16th floor level to 30th floor level	3.1% of the hourly standard rate
From the 31st floor level to 45th floor level	4.8% of the hourly standard rate
From the 46th floor level to 60th floor level	6.2% of the hourly standard rate
From the 61st floor level onward	7.6% of the hourly standard rate

storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and will include basement levels and mezzanine or similar levels (but excluding **half floors** such as toilet blocks or store rooms located between floors)

floor level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

- (d) Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed 15 metres in height may be covered by clause 21.4, or by clause 22.3(a) by agreement between the employer and an employee.
- (e) **Plant room:** a plant room situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof or an area of 100 square metres whichever is the lesser.
- (f) **Rates**
 - (i) Except as provided for in clause 21.4(g), an allowance in accordance with the following table must be paid to all employees on the building site. The higher allowances presented in respect of work on the 16th and subsequent floors will be paid to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls—rises above the floor level first designated in the allowance scale:

Storeys	\$ per hour
From the commencement of building to 15th floor level	0.52
From the 16th to 30th floor level	0.62
From the 31st to 45th floor level	0.97
From the 46th to 60th floor level	1.25
From the 61st floor level onward	1.53

<p>(ii) The allowances payable at the highest point of the building will continue until completion of the building.</p> <p>(g) Service cores</p> <p>(i) All employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 22.3(a), calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period. (i.e. For this purpose, the highest point of the main structure will be regarded as though it were the ground in calculating the appropriate Towers allowance prescribed in clause 22.3(a)).</p> <p>(ii) Employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed herein.</p> <p>(iii) Provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance application to the main structure.</p>	<p>(ii) The allowances payable at the highest point of the building will continue until completion of the building.</p> <p>(g) Service cores</p> <p>(i) All employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 22.3(a), calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period. (i.e. For this purpose, the highest point of the main structure will be regarded as though it were the ground in calculating the appropriate Towers allowance prescribed in clause 22.3(a)).</p> <p>(ii) Employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed herein.</p> <p>(iii) Provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance application to the main structure.</p>
<p>21.5 Laser operation allowance</p> <p>(a) Application</p> <p>This subclause applies when laser equipment is utilised for work within the scope of this award.</p> <p>(b) Definitions</p> <p>(i) Laser means any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to one millimetre primarily by the process of controlled stimulation emission.</p> <p>(ii) Laser safety officer or LSO is an employee who in addition</p>	<p>21.5 Laser operation allowance</p> <p>(a) Application</p> <p>Clause 21.5 applies when laser equipment is utilised for work within the scope of this award.</p> <p>(b) Definitions</p> <p>(i) Laser means any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to one millimetre primarily by the process of controlled stimulation emission.</p> <p>(ii) Laser safety officer or LSO is an employee who in addition</p>

<p>to the employees ordinary work is qualified to perform duties associated with laser safety and is appointed as such.</p> <p>21.6 Laser safety officer allowance</p> <p>An employee appointed by the employer to carry out the duties of a laser safety officer must be paid an additional 13.4% of the hourly standard rate per day or part thereof whilst carrying out such duties, paid as a flat amount without attracting any premium or penalty.</p> <p>21.7 Carpenter-diver allowance</p> <p>Employees undertaking work normally performed by a carpenter-diver must be paid an additional 4.5% of the hourly standard rate per hour extra which will be regarded as part of the ordinary time hourly rate for all purposes of the award.</p>	<p>to the employee’s ordinary work is qualified to perform duties associated with laser safety and is appointed as such.</p> <p>21.6 Laser safety officer allowance</p> <p>An employee appointed by the employer to carry out the duties of a laser safety officer must be paid an additional \$2.70 per day or part thereof when carrying out these duties, paid as a flat amount without attracting any premium or penalty.</p> <p>21.7 Carpenter-diver allowance</p> <p>Employees undertaking work normally performed by a carpenter-diver must be paid an additional \$0.91 per hour extra which will be regarded as part of the ordinary hourly rate for all purposes of the award.</p>												
<p>21.8 Refractory bricklaying allowance</p> <p>(a) A special allowance to compensate for disabilities associated with the work of refractory bricklaying must be paid as follows:</p> <table border="1" data-bbox="268 798 918 1037"> <thead> <tr> <th>Classification</th> <th>Per hour % of the hourly standard rate</th> </tr> </thead> <tbody> <tr> <td>Refractory bricklayer</td> <td>10.0</td> </tr> <tr> <td>Refractory bricklayer’s assistant</td> <td>8.5</td> </tr> </tbody> </table> <p>(b) This allowance must be paid instead of all special rates prescribed in clause 22—Special rates, except clauses 22.2(b) and 22.2(c) and will be regarded as part of the ordinary time hourly rate.</p> <p>(c) An apprentice Refractory bricklayer must be paid the allowance on a proportionate basis reflecting the appropriate percentage of the adult wage in clause 19.1.</p>	Classification	Per hour % of the hourly standard rate	Refractory bricklayer	10.0	Refractory bricklayer’s assistant	8.5	<p>21.8 Refractory bricklaying allowance</p> <p>(a) A special allowance to compensate for disabilities associated with the work of refractory bricklaying must be paid as follows:</p> <table border="1" data-bbox="1299 774 2105 1021"> <thead> <tr> <th>Classification</th> <th>\$ per hour</th> </tr> </thead> <tbody> <tr> <td>Refractory bricklayer</td> <td>2.01</td> </tr> <tr> <td>Refractory bricklayer’s assistant</td> <td>1.71</td> </tr> </tbody> </table> <p>(b) This allowance must be paid instead of all special rates prescribed in clause 22—Special rates, except clauses 22.2(b) and 22.2(c) and will be regarded as part of the ordinary hourly rate.</p> <p>(c) An apprentice Refractory bricklayer must be paid the allowance on a proportionate basis reflecting the appropriate percentage of the adult wage in clause 19.1.</p>	Classification	\$ per hour	Refractory bricklayer	2.01	Refractory bricklayer’s assistant	1.71
Classification	Per hour % of the hourly standard rate												
Refractory bricklayer	10.0												
Refractory bricklayer’s assistant	8.5												
Classification	\$ per hour												
Refractory bricklayer	2.01												
Refractory bricklayer’s assistant	1.71												

<p>21.9 Cofferdam worker</p> <p>(a) Not under air pressure—employees must be paid an additional 1.7% of the weekly standard rate extra per week;</p> <p>(b) Under air pressure—as agreed to between the employer and employees.</p>	<p>21.9 Cofferdam worker</p> <p>(a) Not under air pressure—employees must be paid an additional \$13.00 extra per week;</p> <p>(b) Under air pressure—as agreed to between the employer and employees.</p>
<p>21.10 First aid allowance</p> <p>(a) An employee who:</p> <p>(i) is appointed by the employer to be responsible for carrying out first aid duties as they may arise;</p> <p>(ii) holds a recognised first aid qualification (as set out hereunder) from the Australian Red Cross Society, St John Ambulance or similar body;</p> <p>(iii) is required by their employer to hold a qualification at that level;</p> <p>(iv) the qualification satisfies the relevant statutory requirement pertaining to the provision of first aid services at the particular location where the employee is engaged; and</p> <p>(v) those duties are in addition to the employees normal duties, recognising what first aid duties encompass by definition;</p> <p>will be paid at the following additional rates to compensate that person for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications:</p> <p>(vi) an employee who holds the minimum qualifications recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate of Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—0.36% of the weekly standard rate per day; or</p> <p>(vii) an employee who holds a higher first aid certificate</p>	<p>21.10 First aid allowance</p> <p>(a) The first aid allowance will be paid to compensate for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications to an employee who:</p> <p>(i) is appointed by the employer to be responsible for carrying out first aid duties as they may arise;</p> <p>(ii) holds a recognised first aid qualification (as set out below) from the Australian Red Cross Society, St John Ambulance or similar body;</p> <p>(iii) is required by their employer to hold a qualification at that level;</p> <p>(iv) the qualification satisfies the relevant statutory requirement pertaining to the provision of first aid services at the particular location where the employee is engaged; and</p> <p>(v) those duties are in addition to the employees normal duties, recognising what first aid duties encompass by definition;</p> <p>(b) The first aid allowance will be paid at the following additional rates:</p> <p>(i) an employee who holds the minimum qualifications recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate of Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—\$2.75 per day; or</p> <p>(ii) an employee who holds a higher first aid certificate recognised under the relevant State or Territory Occupational Health and</p>

<p>recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—0.57% of the weekly standard rate per day.</p> <p>(b) An employee will be paid only for the level of qualification required by their employer to be held, and there will be no double counting for employees who hold more than one qualification.</p>	<p>Safety legislation (or, in Western Australia, a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—\$4.36 per day.</p> <p>(c) An employee will be paid only for the level of qualification required by their employer to be held, and there will be no double counting for employees who hold more than one qualification.</p>
<p>21.11 Air-conditioning industry and refrigeration industry allowances</p> <p>(a) In addition to the appropriate minimum wage prescribed in clause 19.1, an air-conditioning tradesperson and a refrigeration mechanic must be paid a weekly allowance of 7.9% of the weekly standard rate as compensation for the various disabilities and peculiarities associated with on-site air-conditioning work or on-site refrigeration work.</p> <p>(b) An employee in receipt of this allowance will not be entitled to special rates in:</p> <ul style="list-style-type: none"> • clause 22.2(a)—Insulation; • clause 22.2(b)—Hot work; • clause 22.2(c)—Cold work; • clause 22.2(d)—Confined space; • clause 22.2(g)—Wet work; • clause 22.2(h)—Dirty work; • clause 22.2(l)—Asbestos eradication; and • clause 22.2(q)—Height work. <p>21.12 Electrician’s licence allowance</p> <p>(a) An employee engaged and working as an electrical tradesperson and who holds an appropriate electrician’s licence must be paid a weekly</p>	<p>21.11 Air-conditioning industry and refrigeration industry allowances</p> <p>(a) In addition to the appropriate minimum wage prescribed in clause 19.1, an air-conditioning tradesperson and a refrigeration mechanic must be paid a weekly allowance of \$60.43 as compensation for the various disabilities and peculiarities associated with on-site air-conditioning work or on-site refrigeration work.</p> <p>(b) An employee in receipt of this allowance will not be entitled to special rates in:</p> <ul style="list-style-type: none"> • clause 22.2(a)—Insulation; • clause 22.2(b)—Hot work; • clause 22.2(c)—Cold work; • clause 22.2(d)—Confined space; • clause 22.2(g)—Wet work; • clause 22.2(h)—Dirty work; • clause 22.2(l)—Asbestos eradication; and • clause 22.2(q)—Height work. <p>21.12 Electrician’s licence allowance</p> <p>(a) An employee engaged and working as an electrical tradesperson and who holds an appropriate electrician’s licence must be paid a weekly allowance of \$24.48 for all purposes of this award.</p>

<p>allowance of 3.2% of the weekly standard rate for all purposes of this award.</p> <p>(b) An appropriate electrician’s licence for the purpose of this subclause will be:</p> <ul style="list-style-type: none"> • New South Wales—a NSW Electrician’s Licence; • Victoria—an A Grade Electrician’s Licence; • South Australia—an A Grade Electrical Worker’s Licence; • Tasmania—an A Grade Electrician’s Licence; and • Queensland—an Electrical Mechanic’s or Electrical Fitter/Mechanic’s Licence. 	<p>(b) An appropriate electrician’s licence for the purpose of clause 21.12 will be:</p> <ul style="list-style-type: none"> • New South Wales—a NSW Electrician’s Licence; • Victoria—an A Grade Electrician’s Licence; • South Australia—an A Grade Electrical Worker’s Licence; • Tasmania—an A Grade Electrician’s Licence; and • Queensland—an Electrical Mechanic’s or Electrical Fitter/Mechanic’s Licence.
<p>21.13 In charge of plant</p> <p>(a) In charge of plant means:</p> <p>(i) when two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility;</p> <p>(ii) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees;</p> <p>(iii) when the employee is the only person of that class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work; or</p> <p>(iv) where shifts are worked, the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work.</p> <p>(b) An employee who is in charge of plant must be paid an additional 4.7% of the weekly standard rate per week.</p>	<p>21.13 In charge of plant</p> <p>(a) In charge of plant means:</p> <p>(i) when two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility;</p> <p>(ii) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees;</p> <p>(iii) when the employee is the only person of that class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work; or</p> <p>(iv) where shifts are worked, the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work.</p> <p>(b) An employee who is in charge of plant must be paid an additional \$35.95 per week.</p>

<p>22. Special rates</p> <p>22.1 Conditions in respect of special rates</p> <p>(a) To avoid doubt, the special rates are allowances for the purpose of clause 7.1(d).</p> <p>(b) The special rates prescribed in this award must be paid irrespective of the times at which work is performed and will not, except where specified, be subject to any premium or penalty conditions.</p> <p>(c) This limitation does not apply to the all purpose special rates prescribed in clauses 22.2(m) and 22.2(n).</p> <p>(d) Where more than one of the special rates provides payments for disabilities of substantially the same nature, then only the highest of such rates will be payable unless otherwise provided.</p> <p>(e) The special rates must be paid to employees in addition to the other rates in this award.</p>	<p>22. Special rates</p> <p>22.1 Conditions in respect of special rates</p> <p>(a) To avoid doubt, the special rates are allowances for the purpose of clause 6.1(d).</p> <p>(b) The special rates prescribed in this award must be paid irrespective of the times at which work is performed and will not, except where specified, be subject to any premium or penalty conditions.</p> <p>(c) This limitation does not apply to the all purpose special rates prescribed in clauses 22.2(m) and 22.2(n).</p> <p>(d) Where more than one of the special rates provides payments for disabilities of substantially the same nature, then only the highest of such rates will be payable unless otherwise provided.</p> <p>(e) The special rates must be paid to employees in addition to the other rates in this award.</p>
<p>22.2 Special rates applicable to all sectors</p> <p>(a) Insulation</p> <p>An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite, or other recognised insulating material of a like nature, associated with similar disabilities in its use, must be paid an additional 4.0% of the hourly standard rate per hour or part thereof. This extra rate will also apply to an employee working in the immediate vicinity who is affected by the use of such materials.</p> <p>(b) Hot work</p> <p>(i) An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius must be paid an additional 3.2% of the hourly standard rate per hour or part thereof. In temperatures exceeding 54 degrees Celsius, an employee must be paid an additional 4.0% of the hourly standard rate per hour or part thereof.</p>	<p>22.2 Special rates applicable to all sectors</p> <p>(a) Insulation</p> <p>An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite, or other recognised insulating material of a like nature, associated with similar disabilities in its use, must be paid an additional \$0.81 per hour or part thereof. This extra rate will also apply to an employee working in the immediate vicinity who is affected by the use of such materials.</p> <p>(b) Hot work</p> <p>(i) An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius must be paid an additional \$0.64 per hour or part thereof. In temperatures exceeding 54 degrees Celsius, an employee must be paid an additional \$0.81 per hour or part thereof.</p>

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

(c) **Cold work**

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius must be paid an additional 3.2% of the hourly standard rate per hour. Where such work continues for more than two hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

(d) **Confined space**

(i) An employee required to work in a confined space must be paid an additional 4.0% of the hourly standard rate per hour or part thereof.

(ii) **Confined space** means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

(e) **Swing scaffold**

(i) An employee required to work from any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, or a suspended scaffold requiring the use of steel or iron hooks or angle irons must be paid the appropriate allowance set out below corresponding to the storey level at which the anchors or bracing, from which the stage is suspended, have been erected. The allowance must be paid for a minimum of four hours' work or part thereof until construction work has been completed.

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

(c) **Cold work**

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius must be paid an additional **\$0.64** per hour. Where such work continues for more than two hours, the employee will be entitled to 20 minutes' rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

(d) **Confined space**

(i) An employee required to work in a confined space must be paid an additional **\$0.81** per hour or part thereof.

(ii) **Confined space** means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

(e) **Swing scaffold**

(i) An employee required to work from any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, or a suspended scaffold requiring the use of steel or iron hooks or angle irons must be paid the appropriate allowance set out below corresponding to the storey level at which the anchors or bracing, from which the stage is suspended, have been erected. The allowance must be paid for a minimum of four hours' work or part thereof until construction work has been completed.

	Height of bracing	First four hours % of the hourly standard rate	Each additional hour % of the hourly standard rate		Height of bracing	First four hours \$	Each additional hour \$
	0–15 storeys	23.3	4.8		0–15 storeys	4.69	0.97
	16–30 storeys	30.1	6.3		16–30 storeys	6.06	1.27
	31–45 storeys	35.6	7.2		31–45 storeys	7.17	1.45
	46–60 storeys	58.3	12.0		46–60 storeys	11.74	2.42
	greater than 60 storeys	74.3	15.4	<p>(ii) An apprentice with less than two years’ experience must not use a swing scaffold or bosun’s chair, and further provided that solid plasterers when working off a swing scaffold must receive an additional 0.7% of the hourly standard rate per hour.</p> <p>(iii) Payments contained in this subclause are in recognition of the disabilities associated with the use of swing scaffolds.</p> <p>(iv) For the purposes of this clause:</p> <ul style="list-style-type: none"> • completed means the building is fully functional and all work which is part of the principal contract is complete; • storeys will be given the same meaning as a storey level in clause 21.4. 	greater than 60 storeys	14.96	3.10
<p>(f) Explosive powered tools</p> <p>An operator of explosive powered tools, who is required to use an explosive powered tool, must be paid an additional 7.6% of the hourly standard rate for each day on which the employee uses such a tool.</p>	<p>(f) Explosive powered tools</p> <p>An operator of explosive powered tools, who is required to use an explosive powered tool, must be paid an additional \$1.53 for each day on which the employee uses such a tool.</p>						

<p>(g) Wet work</p> <p>An employee working in any place where water is continually dripping such that clothing and boots become wet, or where there is water underfoot, must be paid an additional 3.2% of the hourly standard rate per hour whilst so engaged.</p> <p>(h) Dirty work</p> <p>An employee engaged on unusually dirty work must be paid an additional 3.2% of the hourly standard rate per hour.</p> <p>(i) Toxic substances</p> <p>(i) Employees using toxic substances or materials of a like nature must be paid an additional 4.0% of the hourly standard rate per hour. Employees working in close proximity to employees so engaged must be paid an additional 3.2% of the hourly standard rate per hour.</p> <p>(ii) Toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives and include a two pack catalyst system.</p> <p>(j) Fumes</p> <p>An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present must be paid an allowance which will be such rates as are agreed upon between the employee or the majority of employees and the employer.</p>	<p>(g) Wet work</p> <p>An employee working in any place where water is continually dripping such that clothing and boots become wet, or where there is water underfoot, must be paid an additional \$0.64 per hour whilst so engaged.</p> <p>(h) Dirty work</p> <p>An employee engaged on unusually dirty work must be paid an additional \$0.64 per hour.</p> <p>(i) Toxic substances</p> <p>(i) Employees using toxic substances or materials of a like nature must be paid an additional \$0.81 per hour. Employees working in close proximity to employees so engaged must be paid an additional \$0.64 per hour.</p> <p>(ii) Toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives and include a two pack catalyst system.</p> <p>(j) Fumes</p> <p>An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present must be paid an allowance which will be such rates as are agreed upon between the employee or the majority of employees and the employer.</p>
<p>(k) Asbestos</p> <p>Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards as required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to employees using such materials, must be paid an additional 4.0% of the hourly standard rate per hour whilst wearing such equipment.</p>	<p>(k) Asbestos</p> <p>Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards as required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to employees using such materials, must be paid an additional \$0.81 per hour whilst wearing such equipment.</p>

<p>(l) Asbestos eradication</p> <p>Employees engaged in the process of asbestos eradication (defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of or contain asbestos) on the performance of work within the scope of this award, must receive an additional 10.8% of the hourly standard rate per hour worked, but will not be paid special rates prescribed in this clause with the exception of:</p> <ul style="list-style-type: none"> • clause 22.2(b)—Hot work; • clause 22.2(c)—Cold work; • clause 22.2(e)—Swing scaffold; • clause 22.3(d)—Plaster or composition spray; • clause 22.3(h)—Second-hand timber; and • clause 22.2(n)—Acid work. 	<p>(l) Asbestos eradication</p> <p>Employees engaged in the process of asbestos eradication (defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of or contain asbestos) on the performance of work within the scope of this award, must receive an additional \$2.17 per hour worked, but will not be paid special rates prescribed in this clause with the exception of:</p> <ul style="list-style-type: none"> • clause 22.2(b)—Hot work; • clause 22.2(c)—Cold work; • clause 22.2(e)—Swing scaffold; • clause 22.3(d)—Plaster or composition spray; • clause 22.3(h)—Second-hand timber; and • clause 22.2(n)—Acid work.
<p>(m) Furnace work</p> <p>An employee engaged in the construction of, or alteration or repairs to, boilers, flues, furnaces, retorts, kilns, ovens, ladels, and similar refractory work must be paid an additional 8.5% of the hourly standard rate per hour. This additional rate will be regarded as part of the ordinary time hourly rate for all purposes.</p> <p>(n) Acid work</p> <p>An employee required to work on the construction of or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork must be paid an additional 8.5% of the hourly standard rate per hour. This additional rate will be part of the ordinary time hourly rate for all purposes.</p> <p>(o) Heavy blocks—employees laying other than standard bricks</p> <p>(i) Employees employed laying blocks (other than concrete blocks for plugging purposes) must be paid the following</p>	<p>(m) Furnace work</p> <p>An employee engaged in the construction of, or alteration or repairs to, boilers, flues, furnaces, retorts, kilns, ovens, ladles, and similar refractory work must be paid an additional \$1.71 per hour. This additional rate will be regarded as part of the ordinary hourly rate for all purposes.</p> <p>(n) Acid work</p> <p>An employee required to work on the construction of or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork must be paid an additional \$1.71 per hour. This additional rate will be part of the ordinary hourly rate for all purposes.</p> <p>(o) Heavy blocks—employees laying other than standard bricks</p> <p>(i) Employees employed laying blocks (other than concrete blocks for plugging purposes) must be paid the following additional rates:</p>

<p>additional rates:</p> <ul style="list-style-type: none"> • where the blocks weigh over 5.5 kg and under 9 kg—3.2% of the hourly standard rate per hour; • where the blocks weigh 9 kg to 18 kg—5.8% of the hourly standard rate per hour; • where the blocks weigh over 18 kg—8.2% of the hourly standard rate per hour. <p>(ii) This special rate will not apply to employees being paid the extra rate for refractory work.</p> <p>(iii) Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks will be paid the rates prescribed in this clause.</p> <p>(p) Bitumen work</p> <p>An employee handling hot bitumen or asphalt or dipping materials in creosote, must be paid an additional 4.0% of the hourly standard rate per hour.</p> <p>(q) Height work</p> <p>An employee, other than an employee working on a bosun's chair or swinging stage, working on any structure at a height of more than nine metres where an adequate fixed support not less than 0.75 metres wide is not provided, must be paid an additional 2.9% of the hourly standard rate per hour. This provision does not apply in addition to the towers allowance prescribed in clause 22.3(a).</p> <p>(r) Suspended perimeter work platform</p> <p>(i) This allowance applies to employees engaged on construction work (including renovation or refurbishment work) performed on a suspended perimeter work platform (other than a swinging stage or bosun's chair) which uses a mechanical, hydraulic or other form of propulsion (not being rope or cable suspended) to relocate the work platform at different levels on the perimeter of a building or structure. An example of this type of system includes the Lubeca Façade System.</p>	<ul style="list-style-type: none"> • where the blocks weigh over 5.5 kg and under 9 kg—\$0.64 per hour; • where the blocks weigh 9 kg to 18 kg—\$1.17 per hour; • where the blocks weigh over 18 kg—\$1.65 per hour. <p>(ii) This special rate will not apply to employees being paid the extra rate for refractory work.</p> <p>(iii) Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks will be paid the rates prescribed in clause 22.2(o).</p> <p>(p) Bitumen work</p> <p>An employee handling hot bitumen or asphalt or dipping materials in creosote, must be paid an additional \$0.81 per hour.</p> <p>(q) Height work</p> <p>An employee, other than an employee working on a bosun's chair or swinging stage, working on any structure at a height of more than nine metres where an adequate fixed support not less than 0.75 metres wide is not provided, must be paid an additional \$0.58 per hour. This provision does not apply in addition to the towers allowance prescribed in clause 22.3(a).</p> <p>(r) Suspended perimeter work platform</p> <p>(i) This allowance applies to employees engaged on construction work (including renovation or refurbishment work) performed on a suspended perimeter work platform (other than a swinging stage or bosun's chair) which uses a mechanical, hydraulic or other form of propulsion (not being rope or cable suspended) to relocate the work platform at different levels on the perimeter of a building or structure. An example of this type of system includes the Lubeca Façade System.</p> <p>(ii) The allowance payable is an additional \$0.99 per hour and is to be paid instead of swing scaffold and multistorey allowance for all employees working on suspended perimeter work</p>
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<p>(ii) The allowance payable is an additional 4.9% of the hourly standard rate per hour and is to be paid instead of swing scaffold and multistorey allowance for all employees working on suspended perimeter work platform systems.</p> <p>(s) Employee carrying fuels, oils and greases</p> <p>An employee required by the employer to carry any fuels, oils and/or greases in the employees own vehicle for use in the employer’s plant must be paid an additional 1.4% of the weekly standard rate per day in addition to any amount payable under clause 25—Fares and travel patterns allowance, for each day the employee is so required by the employer to carry such materials.</p> <p>(t) Pile driving</p> <p>Where a mobile crane in excess of 15 tonnes is required to perform pile driving at any site or installation, or is required to be involved in the extraction process, the operator must receive an additional 2.0% of the weekly standard rate per day or part thereof.</p> <p>(u) Dual lift allowance</p> <p>Where two or more forklifts or cranes are engaged on any lift the drivers thereof must be paid an additional 16.2% of the hourly standard rate for each day or part thereof so occupied.</p> <p>(v) Stonemasons—cutting tools</p> <p>If cutting tools are not provided the employer must pay an additional 0.2% of the hourly standard rate per hour.</p>	<p>platform systems.</p> <p>(s) Employee carrying fuels, oils and greases</p> <p>An employee required by the employer to carry any fuels, oils and/or greases in the employees own vehicle for use in the employer’s plant must be paid an additional \$10.71 per day in addition to any amount payable under clause 25—Fares and travel patterns allowance, for each day the employee is so required by the employer to carry such materials.</p> <p>(t) Pile driving</p> <p>Where a mobile crane in excess of 15 tonnes is required to perform pile driving at any site or installation, or is required to be involved in the extraction process, the operator must receive an additional \$15.30 per day or part thereof.</p> <p>(u) Dual lift allowance</p> <p>Where two or more forklifts or cranes are engaged on any lift the drivers thereof must be paid an additional \$3.26 for each day or part thereof so occupied.</p> <p>(v) Stonemasons—cutting tools</p> <p>If cutting tools are not provided the employer must pay an additional \$0.04 per hour.</p>
<p>22.3 Special rates applicable only to the general building and construction sector</p> <p>(a) Towers allowance</p> <p>(i) An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height must be paid for all work above 15 metres, an additional 3.2% of the hourly standard rate per hour with 3.2% of the hourly standard</p>	<p>22.3 Special rates applicable only to the general building and construction sector</p> <p>(a) Towers allowance</p> <p>(i) An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height must be paid for all work above 15 metres, an additional \$0.64 per hour with \$0.64 per hour additional for work above each</p>

<p>rate per hour additional for work above each additional 15 metres.</p> <p>(ii) Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks must be paid the rates prescribed in clause 22.2(o).</p> <p>(b) Cleaning down brickwork</p> <p>An employee required to clean down bricks using acids or other corrosive substances must be paid an additional 2.9% of the hourly standard rate per hour.</p> <p>(c) Bagging</p> <p>Employees engaged upon bagging brick or concrete structures must be paid an additional 2.9% of the hourly standard rate per hour.</p> <p>(d) Plaster or composition spray</p> <p>An employee using a plaster or composition spray must be paid an additional 3.2% of the hourly standard rate per hour whilst so engaged.</p> <p>(e) Slushing</p> <p>An employee engaged in slushing must be paid an additional 3.2% of the hourly standard rate per hour.</p> <p>(f) Dry polishing of tiles</p> <p>Employees engaged on dry polishing of tiles where machines are used must be paid an additional 4.0% of the hourly standard rate per hour or part thereof.</p> <p>(g) Cutting tiles</p> <p>An employee engaged at cutting tiles by electric saw must be paid an additional 4.0% of the hourly standard rate per hour whilst so engaged.</p> <p>(h) Second-hand timber</p> <p>Where, whilst working with second-hand timber, an employee's</p>	<p>additional 15 metres.</p> <p>(ii) Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks must be paid the rates prescribed in clause 22.2(o).</p> <p>(b) Cleaning down brickwork</p> <p>An employee required to clean down bricks using acids or other corrosive substances must be paid an additional \$0.58 per hour.</p> <p>(c) Bagging</p> <p>Employees engaged upon bagging brick or concrete structures must be paid an additional \$0.58 per hour.</p> <p>(d) Plaster or composition spray</p> <p>An employee using a plaster or composition spray must be paid an additional \$0.64 per hour whilst so engaged.</p> <p>(e) Slushing</p> <p>An employee engaged in slushing must be paid an additional \$0.64 per hour.</p> <p>(f) Dry polishing of tiles</p> <p>Employees engaged on dry polishing of tiles where machines are used must be paid an additional \$0.81 per hour or part thereof.</p> <p>(g) Cutting tiles</p> <p>An employee engaged at cutting tiles by electric saw must be paid an additional \$0.81 per hour whilst so engaged.</p> <p>(h) Second-hand timber</p> <p>Where, whilst working with second-hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber the employee will be entitled to an allowance of \$2.54 per day on each day upon which the employee's tools are so damaged. No allowance will be payable under this clause unless it is reported immediately to the employer's representative on the job in order that</p>
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tools are damaged by nails, dumps or other foreign matter on the timber the employee will be entitled to an allowance of 12.6% of the hourly standard rate per day on each day upon which the employee's tools are so damaged. No allowance will be payable under this clause unless it is reported immediately to the employer's representative on the job in order that they may prove the claim.

(i) Roof repairs

Employees engaged on repairs to roofs must be paid an additional 4.0% of the hourly standard rate per hour, provided that instead of this rate roof slaters and tilers must be paid in accordance with the following:

- (i)** An employee who works on a roof at a height of over 15 metres measured at the loading point of the tiles at ground level to the eaves, must be paid an additional 2.9% of the hourly standard rate per hour.
- (ii)** An employee who works on a roof at a height of over 15 metres measured at the loading point of the tiles at ground level to the eaves and the pitch of which is over 35 degrees or over 40 degrees must be paid the sum of 4.0% and 5.8% of the hourly standard rate respectively, rather than the allowance in clause 22.3(i)(i).

(j) Computing quantities

Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees must be paid an additional 23.3% of the hourly standard rate per day or part thereof. This allowance will not apply to an employee classified as a leading hand and receiving an allowance prescribed in clause 19.2.

(k) Grindstone allowance

An allowance of 0.9% of the weekly standard rate per week must be paid to each carpenter or joiner where a grindstone or wheel is not made available.

they may prove the claim.

(i) Roof repairs

Employees engaged on repairs to roofs must be paid an additional **\$0.81** per hour, provided that instead of this rate roof slaters and tilers must be paid in accordance with the following:

- (i)** An employee who works on a roof at a height of over 15 metres measured at the loading point of the tiles at ground level to the eaves, must be paid an additional **\$0.58** per hour.
- (ii)** An employee who works on a roof at a height of over 15 metres measured at the loading point of the tiles at ground level to the eaves and the pitch of which is over 35 degrees or over 40 degrees must be paid the sum of **\$0.81** and **\$1.17** per hour respectively, rather than the allowance in clause 22.3(i)(i).

(j) Computing quantities

Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees must be paid an additional **\$4.69** per day or part thereof. This allowance will not apply to an employee classified as a leading hand and receiving an allowance prescribed in clause 19.2.

(k) Grindstone allowance

An allowance of **\$6.88** per week must be paid to each carpenter or joiner where a grindstone or wheel is not made available.

(l) Brewery cylinders—painters

- (i) A painter in brewery cylinders or stout tuns must be allowed a 15 minute spell in the fresh air at the end of each hour worked. Such 15 minutes will be counted as working time and will be paid for as such.
- (ii) The rate for working in brewery cylinders or stout tuns will be at the rate of time and a half. When an employee is working overtime and is required to work in brewery cylinders and stout tuns the employee must, in addition to the overtime rates payable, be paid one half of the ordinary time hourly rates.

(m) Certificate allowance

- (i) A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person must be paid an additional 3.2% of the hourly standard rate per hour.
- (ii) This allowance is not cumulative on the allowance for swing scaffolds.

(n) Spray application—painters

An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the appropriate certifying authority, must be paid an additional 3.2% of the hourly standard rate per hour.

(o) Pneumatic tool operation

A stonemason using pneumatic tools of 2.75 kilograms or over in weight must be paid an additional 17.6% of the hourly standard rate each day on which the employee uses such a tool.

(p) Bricklayer operating cutting machine

One bricklayer on each site is to operate the cutting machine and must be paid an additional 4.0% of the hourly standard rate per hour or part thereof while so engaged.

(l) Brewery cylinders—painters

- (i) A painter in brewery cylinders or stout tuns must be allowed a 15 minute spell in the fresh air at the end of each hour worked. Such 15 minutes will be counted as working time and will be paid for as such.
- (ii) The rate for working in brewery cylinders or stout tuns will be **150%** of the ordinary hourly rate. When an employee is working overtime and is required to work in brewery cylinders and stout tuns the employee must be paid the overtime rates payable in clause 28.4 and an additional **50%** of the ordinary hourly rate.

(m) Certificate allowance

- (i) A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person must be paid an additional **\$0.64** per hour.
- (ii) This allowance is not cumulative on the allowance for swing scaffolds.

(n) Spray application—painters

An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the appropriate certifying authority, must be paid an additional **\$0.64** per hour.

(o) Pneumatic tool operation

A stonemason using pneumatic tools of 2.75 kilograms or over in weight must be paid an additional **\$3.54** each day on which the employee uses such a tool.

(p) Bricklayer operating cutting machine

One bricklayer on each site is to operate the cutting machine and must be paid an additional **\$0.81** per hour or part thereof while so engaged.

<p>(q) Hydraulic hammer</p> <p>An operator of a hydraulic hammer attached to an excavator must be paid an additional 5.4% of the hourly standard rate per hour for all purposes.</p> <p>(r) Waste disposal</p> <p>Plant operators working in landfill and garbage tips must be paid an additional 6.7% of the hourly standard rate per hour for each hour worked with a minimum payment of three hours each day. This allowance compensates for the special disabilities associated with the offensive and obnoxious nature of the duties of solid and liquid waste and garbage disposal. The allowance will be paid for each hour the employees are suffering the disabilities and will not form part of the ordinary wage for all purposes of the award.</p>	<p>(q) Hydraulic hammer</p> <p>An operator of a hydraulic hammer attached to an excavator must be paid an additional \$1.09 per hour for all purposes.</p> <p>(r) Waste disposal</p> <p>Plant operators working in landfill and garbage tips must be paid an additional \$1.35 per hour for each hour worked with a minimum payment of three hours each day. This allowance compensates for the special disabilities associated with the offensive and obnoxious nature of the duties of solid and liquid waste and garbage disposal. The allowance will be paid for each hour the employees are suffering the disabilities and will not form part of the ordinary hourly rate for all purposes of the award.</p>
<p>22.4 Special rates applicable only to the civil construction sector</p> <p>(a) Pipe enamelling</p> <p>An employee engaged on the enamelling of pipe joints by hand, on-site, must be paid an additional 0.9% of the weekly standard rate per day or part thereof.</p> <p>(b) Powdered lime dust</p> <p>(i) Employees exposed for any period greater than one hour in any shift to powdered lime dust from the spreading or mixing of powdered lime used in the stabilisation of road making material must be reimbursed the cost of purchasing the following protective clothing:</p> <ul style="list-style-type: none"> • overalls; • wide vision goggles; • respirator; • boots; and • gloves. 	<p>22.4 Special rates applicable only to the civil construction sector</p> <p>(a) Pipe enamelling</p> <p>An employee engaged on the enamelling of pipe joints by hand, on-site, must be paid an additional \$6.88 per day or part thereof.</p> <p>(b) Powdered lime dust</p> <p>(i) Employees exposed for any period greater than one hour in any shift to powdered lime dust from the spreading or mixing of powdered lime used in the stabilisation of road making material must be reimbursed the cost of purchasing the following protective clothing:</p> <ul style="list-style-type: none"> • overalls; • wide vision goggles; • respirator; • boots; and • gloves.

- (ii) The provisions of this subclause do not apply where the protective clothing is supplied by the employer.
- (iii) In addition, the employer must maintain at or near the work site or other place where such lime is being used, adequate facilities to enable any employee whose skin is contaminated with lime either directly or through their ordinary clothing to wash the affected area. A supply of barrier cream and hand cleanser must be provided for the use of any employee required to handle powdered lime.
- (iv) Employees engaged in carrying out lime work will be obliged to wear the protective clothing supplied by the employer.
- (v) Each employee exposed to powdered lime dust whilst engaged in spreading or mixing powdered lime must, during the time they are so exposed, be paid an additional 3.5% of the hourly standard rate per hour in addition to all other rates payable in this award.

(c) **Sand blasting**

An employee required to use a sand blasting machine must be paid an additional 0.4% of the hourly standard rate per hour or part of an hour whilst so engaged.

(d) **Live sewer work**

An employee who works in a situation where there is direct aerial connection with a sewer through which sewerage is flowing, must be paid an additional 2.9% of the hourly standard rate per hour.

(e) **Timbering**

Any sinker required to timber any shaft, drive or trench must be paid an additional 3.6% of the hourly standard rate per hour or part thereof.

(f) **Special work**

A driver operating a tractor fitted with a blade and using such blade in breaking trail in heavy sidling country must be paid an additional 0.4% of the hourly standard rate per hour for each day or part of a day when so occupied.

- (ii) The provisions of clause 22.4(b) do not apply where the protective clothing is supplied by the employer.
- (iii) In addition, the employer must maintain at or near the work site or other place where such lime is being used, adequate facilities to enable any employee whose skin is contaminated with lime either directly or through their ordinary clothing to wash the affected area. A supply of barrier cream and hand cleanser must be provided for the use of any employee required to handle powdered lime.
- (iv) Employees engaged in carrying out lime work will be obliged to wear the protective clothing supplied by the employer.
- (v) Each employee exposed to powdered lime dust whilst engaged in spreading or mixing powdered lime must, during the time they are so exposed, be paid an additional **\$0.70** per hour in addition to all other rates payable in this award.

(c) **Sand blasting**

An employee required to use a sand blasting machine must be paid an additional **\$0.08** per hour or part of an hour whilst so engaged.

(d) **Live sewer work**

An employee who works in a situation where there is direct aerial connection with a sewer through which sewerage is flowing, must be paid an additional **\$0.58** per hour.

(e) **Timbering**

Any sinker required to timber any shaft, drive or trench must be paid an additional **\$0.72** per hour or part thereof.

(f) **Special work**

A driver operating a tractor fitted with a blade and using such blade in breaking trail in heavy sidling country must be paid an additional **\$0.08** per hour for each day or part of a day when so occupied.

(g) Compressed air work

Employees engaged in construction work in compressed air must be paid the following special rates:

Gauge reading	Rate per hour worked and spent in compression and decompression
	% of the hourly standard rate
0 to 35 kPa	6.9
Over 35 and up to 65 kPa	8.7
Over 65 and up to 100 kPa	17.6
Over 100 and up to 170 kPa	35.0
Over 170 and up to 225 kPa	58.3
Over 225 and up to 275 kPa	111.7

(h) Cutting stone

An employee engaged at cutting stone, blocks and bricks by power saw will be paid an additional 4.0% of the hourly standard rate per hour or part thereof.

(g) Compressed air work

Employees engaged in construction work in compressed air must be paid the following special rates:

Gauge reading	Rate per hour worked and spent in compression and decompression
	\$
0 to 35 kPa	1.39
Over 35 and up to 65 kPa	1.75
Over 65 and up to 100 kPa	3.54
Over 100 and up to 170 kPa	7.05
Over 170 and up to 225 kPa	11.74
Over 225 and up to 275 kPa	22.49

(h) Cutting stone

An employee engaged at cutting stone, blocks and bricks by power saw will be paid an additional **\$0.81** per hour or part thereof.

23. Inclement weather

23.1 This clause applies to general building and construction and the civil construction sector only.

23.2 **Inclement weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

23.3 The employer or its representative, when requested by the employees or

23. Inclement weather

23.1 This clause applies to general building and construction and the civil construction sector only.

23.2 **Inclement weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

23.3 The employer or its representative, when requested by the employees or

<p>their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.</p>	<p>their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.</p>
<p>23.4 The time of the cessation of work due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.</p>	<p>23.4 The time work stops due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.</p>
<p>23.5 When inclement weather conditions exist an affected employee is not required to commence or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.</p>	<p>23.5 When inclement weather conditions exist an affected employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.</p>
<p>23.6 Where a concrete pour is completed in accordance with clause 23.5, work will be paid at the rate of double time calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home for the remainder of the day without loss of pay.</p>	<p>23.6 Where a concrete pour is completed in accordance with clause 23.5, work will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home for the remainder of the day without loss of pay.</p>
<p>23.7 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary time hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any four week period for each employee. Payment is subject to adherence to the terms of this clause.</p>	<p>23.7 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any four week period for each employee. Payment is subject to adherence to the terms of this clause.</p>
<p>23.8 (a) If an employee commences employment during a four week period the employee will be credited with:</p> <ul style="list-style-type: none"> • 32 hours where the employee commences on any working day within the first week; • 24 hours where the employee commences on any working day within the second week; • 16 hours where the employee commences on any working day within the third week; and 	<p>23.8 If an employee commences employment during a four week period the employee will be credited with:</p> <ul style="list-style-type: none"> (a) 32 hours where the employee commences on any working day within the first week; (b) 24 hours where the employee commences on any working day within the second week; (c) 16 hours where the employee commences on any working day within the third week; and

<p>• eight hours where the employee commences on any working day within the fourth week in any four week period.</p> <p>(b) The first period will be deemed to commence on the first Monday after 28 December 2009 and subsequent periods will commence at four weekly periods thereafter, provided that a calendar that was being used immediately before 15 July 2013 may still apply.</p> <p>23.9 An employee working on a part-time basis pursuant to clause 13—Part-time weekly hire employment, will be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee’s proportionate employment will be as follows:</p> $32 \times \frac{\text{Number of hours agreed to be worked during the four week period}}{152}$ <p>23.10 Inclement weather occurring during overtime will not be taken into account for the purposes of this clause and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.</p> <p>23.11 Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather.</p> <p>23.12 Subject to the availability of alternative work in an employee’s classification, an employer may require employees to transfer:</p> <p>(a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or</p> <p>(b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.</p>	<p>(d) eight hours where the employee commences on any working day within the fourth week in any four week period.</p> <p>23.9 The first period will be deemed to commence on the first Monday after 28 December 2009 and subsequent periods will commence at four weekly periods thereafter, provided that a calendar that was being used immediately before 15 July 2013 may still apply.</p> <p>23.10 An employee working on a part-time basis pursuant to clause 11—Part-time weekly hire employment, will be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee’s proportionate employment will be as follows:</p> $32 \times \frac{\text{Number of hours agreed to be worked during the four week period}}{152}$ <p>23.11 Inclement weather occurring during overtime will not be taken into account for the purposes of this clause and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.</p> <p>23.12 Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather.</p> <p>23.13 Subject to the availability of alternative work in an employee’s classification, an employer may require employees to transfer:</p> <p>(a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or</p> <p>(b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.</p>
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23.13 Additional wet weather procedure**(a) Remaining on site**

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

- (i)** for more than an accumulated total of four hours of ordinary time in any one day; or
- (ii)** after the meal break, as provided in clause 35.1, for more than an accumulated total of 50% of the normal afternoon work time; or
- (iii)** during the final two hours of the normal work day for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Where, by agreement between the employer and the employees, employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the employees' hours. Wet time occurring during overtime will not be taken into account for the purposes of this subclause.

(b) Rain at starting time

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

- (i)** the rain stops; or
- (ii)** a covered walkway has been provided; or
- (iii)** the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (iv)** adequate protection is provided.

Protection must, where necessary, be provided for the employees' tools.

23.14 Additional wet weather procedure**(a) Remaining on site**

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

- (i)** for more than an accumulated total of four hours of ordinary time in any one day; or
- (ii)** after the meal break, as provided in clause 18.1, for more than an accumulated total of **50%** of the normal afternoon work time; or
- (iii)** during the final two hours of the normal work day for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Where, by agreement between the employer and the employees, employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the employees' hours. Wet time occurring during overtime will not be taken into account for the purposes of this subclause.

(b) Rain at starting time

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

- (i)** the rain stops; or
- (ii)** a covered walkway has been provided; or
- (iii)** the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (iv)** adequate protection is provided.

Protection must, where necessary, be provided for the employees' tools.

<p>24. Living away from home—distant work</p> <p>24.1 Qualification</p> <p>(a) This clause operates when an employee is employed on construction work at such a distance from the employee’s usual place of residence or any separately maintained residence that the employee cannot reasonably return to that place each night, provided that:</p> <p>(i) the employee is not in receipt of relocation benefits;</p> <p>(ii) the employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and</p> <p>(iii) the employee has provided the details of their usual place of residence, or any separately maintained address to the employer.</p> <p>(b) The employee is not entitled to payment under this clause if the employee has knowingly made a false statement regarding the details required in clause 24.2.</p> <p>24.2 Employee’s address</p> <p>(a) On engagement, an employee must provide the employer with their address at the time of application, the address of any separately maintained residence and, if requested, reasonable documentary proof of those details.</p> <p>(b) No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees.</p> <p>24.3 Entitlement</p> <p>(a) Where an employee qualifies under clause 24.1 the employer will:</p> <p>(i) pay a living away from home allowance of \$478.44 per complete week. In the case of broken parts of the week the living away from home allowance will be \$68.45 per day. This allowance may be increased if the employee satisfies the employer that the employee reasonably incurred a greater</p>	<p>24. Living away from home—distant work</p> <p>24.1 Qualification</p> <p>(a) This clause operates when an employee is employed on construction work at such a distance from the employee’s usual place of residence or any separately maintained residence that the employee cannot reasonably return to that place each night, provided that:</p> <p>(i) the employee is not in receipt of relocation benefits;</p> <p>(ii) the employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and</p> <p>(iii) the employee has provided the details of their usual place of residence, or any separately maintained address to the employer.</p> <p>(b) The employee is not entitled to payment under this clause if the employee has knowingly made a false statement regarding the details required in clause 24.2.</p> <p>24.2 Employee’s address</p> <p>(a) On engagement, an employee must provide the employer with their address at the time of application, the address of any separately maintained residence and, if requested, reasonable documentary proof of those details.</p> <p>(b) No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees.</p> <p>24.3 Entitlement</p> <p>(a) Where an employee qualifies under clause 24.1 the employer will:</p> <p>(i) pay a living away from home allowance of \$478.44 per complete week. In the case of broken parts of the week the living away from home allowance will be \$68.45 per day. This allowance may be increased if the employee satisfies the employer that the employee reasonably incurred a greater</p>
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<p>outlay than that prescribed; or</p> <p>(ii) provide the worker with reasonable board and lodging in a well kept establishment with three adequate meals each day; or</p> <p>(iii) where employees are required to live in camp, provide all board and accommodation free of charge.</p> <p>(b) The accommodation provided will be of a reasonable standard having regard to the location in which work is performed, including the provision of reasonable ablution/laundry, recreational and kitchen facilities, as well as reasonable external lighting, mail facilities, radio or telephone contact and fire protection.</p>	<p>outlay than that prescribed; or</p> <p>(ii) provide the worker with reasonable board and lodging in a well kept establishment with three adequate meals each day; or</p> <p>(iii) where employees are required to live in camp, provide all board and accommodation free of charge.</p> <p>(b) The accommodation provided will be of a reasonable standard having regard to the location in which work is performed, including the provision of reasonable ablution/laundry, recreational and kitchen facilities, as well as reasonable external lighting, mail facilities, radio or telephone contact and fire protection.</p>
<p>24.4 Messing system</p> <p>(a) 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 subclause will not apply where the employee is provided with three meals per day in accordance with clause 24.3(a)(ii).</p> <p>(b) In camps over 30 people the employer must employ a camp attendant.</p> <p>Camp attendant means an employee engaged for the purpose of maintaining a camp in a clean and hygienic condition.</p> <p>(c) In all camps the employer must provide labour for the purpose of maintaining the camp in a clean and hygienic condition.</p> <p>(d) Where an employer has established a camp site and provides facilities for employees living in their own caravan, the employer must provide reasonable space for the caravans.</p>	<p>24.4 Messing system</p> <p>(a) 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 subclause will not apply where the employee is provided with three meals per day in accordance with clause 24.3(a)(ii).</p> <p>(b) In camps over 30 people the employer must employ a camp attendant.</p> <p>Camp attendant means an employee engaged for the purpose of maintaining a camp in a clean and hygienic condition.</p> <p>(c) In all camps the employer must provide labour for the purpose of maintaining the camp in a clean and hygienic condition.</p> <p>(d) Where an employer has established a camp site and provides facilities for employees living in their own caravan, the employer must provide reasonable space for the caravans.</p>

<p>24.5 Camping allowance</p> <p>An employee living in a construction camp where free messing is not provided must receive a camping allowance of \$191.21 for every complete week the employee is available for work. In the case of broken weeks, the camping allowance will be \$27.29 per day including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday and Sunday.</p> <p>24.6 Camp meal charges</p> <p>Where a charge is made for meals in a construction camp, the charge will be fixed by agreement between the employer and the majority of affected employees.</p>	<p>24.5 Camping allowance</p> <p>An employee living in a construction camp where free messing is not provided must receive a camping allowance of \$191.21 for every complete week the employee is available for work. In the case of broken weeks, the camping allowance will be \$27.29 per day including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately before and after each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if the unauthorised absence occurs on the working day immediately before or after a Saturday or Sunday, the allowance will not be payable for the Saturday and Sunday.</p> <p>24.6 Camp meal charges</p> <p>Where a charge is made for meals in a construction camp, the charge will be fixed by agreement between the employer and the majority of affected employees.</p>
<p>24.7 Travelling expenses</p> <p>An employee who is sent by an employer to a job which qualifies the employee for the provisions of this clause will not be entitled to any of the allowances prescribed by clause 25—Fares and travel patterns allowance, for the period occupied in travelling from the employee's usual place of residence to the distant job, but instead will be entitled to the following benefits:</p> <p>(a) Forward journey</p> <p>(i) An employee must:</p> <ul style="list-style-type: none"> • be provided with appropriate transport or be paid the amount of a fare on the most appropriate method of public transport to the job (bus, economy air, second class rail with sleeping berths if necessary), and any excess payment due to transporting tools if such is incurred; and • be paid for the time spent in travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel; 	<p>24.7 Travelling expenses</p> <p>An employee who is sent by an employer to a job which qualifies the employee for the provisions of this clause will not be entitled to any of the allowances prescribed by clause 25—Fares and travel patterns allowance, for the period occupied in travelling from the employee's usual place of residence to the distant job, but instead will be entitled to the following benefits:</p> <p>(a) Forward journey</p> <p>(i) An employee must:</p> <ul style="list-style-type: none"> • be provided with appropriate transport or be paid the amount of a fare on the most appropriate method of public transport to the job (bus, economy air, second class rail with sleeping berths if necessary), and any excess payment due to transporting tools if such is incurred; and • be paid for the time spent in travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel;

<p>and</p> <ul style="list-style-type: none"> • be paid \$14.27 per meal for any meals incurred while traveling. <p>(ii) The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within two weeks of commencing on the job and who does not immediately return to the employee's place of engagement.</p> <p>(b) Return journey</p> <p>(i) An employee will, for the return journey, receive the same payments provided for the forward journey (see clause 24.7(a)). In addition, daily hire employees will receive an amount of \$20.81 to cover the cost of transport and transporting tools from the main public transport terminal to the employee's usual place of residence.</p> <p>(ii) The return journey payments will not be paid if the employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct at any time.</p> <p>(c) Travelling time calculations</p> <p>For the purpose of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work (or the return journey, as the case may be).</p> <p>(d) Daily fares allowance</p> <p>An employee engaged on a job who qualifies under the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) must be paid the allowance prescribed by clause 25—Fares and travel patterns allowance.</p>	<p>and</p> <ul style="list-style-type: none"> • be paid \$14.27 per meal for any meals incurred while traveling. <p>(ii) The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within two weeks of commencing on the job and who does not immediately return to the employee's place of engagement.</p> <p>(b) Return journey</p> <p>(i) An employee will, for the return journey, receive the same payments provided for the forward journey (see clause 24.7(a)). In addition, daily hire employees will receive an amount of \$20.81 to cover the cost of transport and transporting tools from the main public transport terminal to the employee's usual place of residence.</p> <p>(ii) The return journey payments will not be paid if the employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct at any time.</p> <p>(c) Travelling time calculations</p> <p>For the purpose of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work (or the return journey, as the case may be).</p> <p>(d) Daily fares allowance</p> <p>An employee engaged on a job who qualifies under the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) must be paid the allowance prescribed by clause 25—Fares and travel patterns allowance.</p>
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(e) Weekend return home

- (i)** An employee who notifies the employer, no later than Tuesday of each week, of their intention to return to their usual place of residence at the weekend and who returns to such usual place of residence for the weekend, must be paid an allowance of \$35.28 for each occasion provided that the employee does not miss any ordinary hours of work.
- (ii)** An employee who is receiving the living away from home allowance pursuant to clause 24.3(a)(i) or camping allowance pursuant to clause 24.5 is not entitled to payment under clause 24.7(e)(i).
- (iii)** When an employee returns to their usual place of residence for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance in clause 24.3 will be made.

(f) Rest and recreation**(i) Rail or road travel**

An employee working on a job which qualifies the employee for the provisions of this clause, may, after two months' continuous service and thereafter at three monthly periods of continuous service, return to the employee's usual place of residence at the weekend. If the employee does so, the employee will be provided with transport or be paid the amount of a bus or second class return railway fare to the bus or railway station nearest the employee's usual place of residence on the pay day which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

(ii) Air travel

- Notwithstanding any other provisions contained in clause 24.7(f)(i) and instead of such provisions, the following conditions will apply to an employee who qualifies under

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(ii) Air travel

- Notwithstanding any other provisions contained in clause 24.7(f)(i) and instead of such provisions, the following conditions will apply to an employee who qualifies under

clause 24.1 where such construction work is located in any other area to which air transport is the only practicable means of travel. An employee may return home after four months' continuous service and will in such circumstances be entitled to two days' leave with pay in addition to the weekend, provided that the entitlement in respect of an employee in the civil construction sector will arise after 10 weeks' continuous service.

- Thereafter the employee may return to the employee's usual place of residence after each further period of four months' continuous service, and in each case will be entitled to two days' leave of which one day will be paid leave.
- Payment for leave and reimbursement for any economy air fare paid by the employee will be made at the completion of the first pay period commencing after date of return to the job.

(iii) Clauses 24.7(f)(i) and 24.7(f)(ii) do not apply where the work the employee is engaged upon will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months.

(iv) Limitation of entitlement

An employee will be entitled to either clauses 24.7(f)(i) and 24.7(f)(ii) and such option will be established by agreement as soon as practicable after commencing on distant work. The entitlement will be available as soon as reasonably practical after it becomes due and will lapse after a period of two months, provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. Proof of such written notice will lie with the employer.

(v) Service requirements

For the purpose of clauses 24.7(f)(i) and 24.7(f)(ii), service will be deemed to be continuous notwithstanding an

clause 24.1 where such construction work is located in any other area to which air transport is the only practicable means of travel. An employee may return home after four months' continuous service and will in such circumstances be entitled to two days' leave with pay in addition to the weekend, provided that the entitlement in respect of an employee in the civil construction sector will arise after 10 weeks' continuous service.

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(v) Service requirements

For the purpose of clauses 24.7(f)(i) and 24.7(f)(ii), service will be deemed to be continuous notwithstanding an

<p>employee's absence from work as prescribed in this clause.</p> <p>(vi) Variable return home</p> <p>In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlement.</p> <p>(vii) No payment instead</p> <p>Payment of fares and leave with pay as provided for in clauses 24.7(f)(i) and 24.7(f)(ii) will not be made unless utilised by the employee.</p> <p>(viii) Alternative paid day off procedure</p> <p>If the employer and the employee so agree, any accrued rostered days off (RDO) as prescribed in clause 33—Ordinary hours of work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave.</p> <p>(ix) Termination of employment</p> <p>An employee will be entitled to notice of termination of employment in sufficient time to arrange suitable transport at termination or must be paid as if employed up to the end of the ordinary working day before transport is available.</p>	<p>employee's absence from work as prescribed in this clause.</p> <p>(vi) Variable return home</p> <p>In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlement.</p> <p>(vii) No payment instead</p> <p>Payment of fares and leave with pay as provided for in clauses 24.7(f)(i) and 24.7(f)(ii) will not be made unless utilised by the employee.</p> <p>(viii) Alternative paid day off procedure</p> <p>If the employer and the employee agree, any accrued rostered days off (RDO) as prescribed in clause 16—Ordinary hours of work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave.</p> <p>(ix) Termination of employment</p> <p>An employee will be entitled to notice of termination of employment in sufficient time to arrange suitable transport at termination or must be paid as if employed up to the end of the ordinary working day before transport is available.</p>
<p>24.8 Transitional airfares provision in respect of employees in the Territory of Christmas Island</p> <p>(a) Where an employee is domiciled in the Territory of Christmas Island and is not entitled to air travel under clause 24.7(f), that employee is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months' continuous service.</p> <p>(b) The airfare payable is the equivalent of a return economy airfare from Christmas Island to Perth.</p> <p>(c) Clause 24.8 ceases to operate on 31 December 2014.</p>	<p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>

25. Fares and travel patterns allowance

25.1 Employees will start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked, and will transfer from site to site as directed by the employer. Other than in the case of an employee directed by the employer to pick up and/or return other employees to their homes, time spent by an employee travelling from the employee's home to the job and return outside ordinary hours will not be regarded as time worked. No travelling time payment is required except as provided for in clauses 21.1, 24.7, 25.5, 25.7 and 36.3. The fares and travel patterns allowance recognises travel patterns and costs peculiar to the industry, which include mobility in employment and the nature of employment on construction work.

25.2 Metropolitan radial areas

An employee, other than an employee in the metal and engineering construction sector who is required to commence or cease work at the employer's workshop, yard or depot other than on a construction site, must be paid an allowance of \$17.43 per day for each day worked when employed on construction work, at a construction site located:

- (a) within a radius of 50 kilometres of the GPO in a capital city of a State or Territory; or
- (b) within a radius of 50 kilometres of the principal post office in a regional city or town in a State or Territory.

25.3 Distant work

The allowance prescribed in clause 25.2 must be paid to employees employed on distant work (as defined in clause 24.1), when the work is carried out within a radius of 50 kilometres from the place where, with the employer's approval, the employee is accommodated.

25.4 Country radial areas

- (a) An employer with a business or branch or section thereof (for the purpose of engagement) that is established in any place (other than on a construction site) outside the areas mentioned in clause 25.2, must pay their employees the allowances prescribed in clause 25.2 for work located within a radius of 50 kilometres from the post

25. Fares and travel patterns allowance**25.1 Travelling time**

- (a) Employees will start and finish work on the job at the usual starting and finishing times within which ordinary hours may be worked, and will transfer from site to site as directed by the employer.
- (b) Other than in the case of an employee directed by the employer to pick up and/or return other employees to their homes, time spent by an employee travelling from the employee's home to the job and return outside ordinary hours will not be regarded as time worked.
- (c) No travelling time payment is required except as provided for in clauses 21.1, 24.7, 25.5, 25.7 and 28.5.
- (d) The fares and travel patterns allowance recognises travel patterns and costs peculiar to the industry, which include mobility in employment and the nature of employment on construction work.

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The allowance prescribed in clause 25.2 must be paid to employees employed on distant work (as defined in clause 24.1), when the work is carried out within a radius of 50 kilometres from the place where, with the employer's approval, the employee is accommodated.

office nearest the employer's establishment.

- (b) Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated address will be used for purposes of this clause and employees are entitled to the provisions of clause 25.5 when travelling to a job outside such radial area.

25.5 Travelling outside radial areas

Where an employer requires an employee to travel daily from inside one radial area mentioned in clauses 25.2, 25.3 and 25.4, to work on a construction site outside that area, the employee will be entitled to:

- (a) the allowance prescribed in clause 25.2 for each day worked; and
- (b) in respect of travel from the designated boundary to the job and return to that boundary:
- (i) the time outside ordinary working hours reasonably spent in such travel, which will be paid at the ordinary time hourly rate, and calculated to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey; and
- (ii) any expenses necessarily and reasonably incurred in such travel, which will be \$0.47 per kilometre where the employee uses their own vehicle.

25.6 Residing outside radial areas

An employee whose residence is outside the radial areas prescribed in clauses 25.2, 25.3 and 25.4 and who crosses a radial boundary to travel to a construction site, will be entitled to the allowance prescribed in clause 25.2 for each day worked but not payment for the time reasonably spent in travelling from the designated radial boundary to the job and return to the radial boundary.

25.7 Travelling between radial areas

The provisions of clause 25.5 will apply to an employee who is required by the employer to travel daily from one of those areas mentioned in clauses 25.2, 25.3 and 25.4 to an area, or to another area, mentioned in clauses 25.2, 25.3 and 25.4.

25.4 Country radial areas

- (a) An employer with a business or branch or section thereof (for the purpose of engagement) that is established in any place (other than on a construction site) outside the areas mentioned in clause 25.2, must pay their employees the allowances prescribed in clause 25.2 for work located within a radius of 50 kilometres from the post office nearest the employer's establishment.
- (b) Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated address will be used for purposes of this clause and employees are entitled to the provisions of clause 25.5 when travelling to a job outside such radial area.

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25.6 Residing outside radial areas

An employee whose residence is outside the radial areas prescribed in clauses 25.2, 25.3 and 25.4 and who crosses a radial boundary to travel to a construction site, will be entitled to the allowance prescribed in clause 25.2 for each day worked but not payment for the time reasonably spent in travelling from the designated radial boundary to the job and return to the radial boundary.

25.8 Provision of transport

- (a) No allowances, other than those prescribed in clauses 25.5 and 25.7 and in the circumstances described in clause 25.8(b), will be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home to the place of work and return.
- (b) The allowance prescribed in this clause will be payable on any day for which the employer provides a vehicle free of charge to the employee for a purpose related to their contract of employment, and the employee is required by the employer to drive this vehicle from the employee's home to their place of work and return.

25.9 Transfer during working hours

- (a) An employee transferred from one site to another during working hours will be paid for the time occupied in travelling and, unless transported by the employer, must be paid reasonable cost of fares by the most convenient public transport between such sites.
- (b) Provided that where an employee agrees to their employer's request to use the employee's own car for such a transfer, the employee must be paid an allowance at the rate of \$0.78 per kilometre.

25.10 Daily entitlement

- (a) The travelling allowances prescribed in this clause will be payable for:
 - (i) any day upon which the employee performs or reports for duty, or allocation of work; and
 - (ii) any rostered day off taken as prescribed in clauses 33—Ordinary hours of work, and 34—Shiftwork.
- (b) The allowances prescribed in this subclause will be taken into account when calculating the annual leave loading.
- (c) The allowances prescribed by this subclause will not be taken into account for calculating overtime, penalty rates, annual or personal/carer's leave entitlements.

25.7 Travelling between radial areas

The provisions of clause 25.5 will apply to an employee who is required by the employer to travel daily from one of those areas mentioned in clauses 25.2, 25.3 and 25.4 to an area, or to another area, mentioned in clauses 25.2, 25.3 and 25.4.

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- (b) The allowance prescribed in this clause will be payable on any day for which the employer provides a vehicle free of charge to the employee for a purpose related to their contract of employment, and the employee is required by the employer to drive this vehicle from the employee's home to their place of work and return.

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- (a) The travelling allowances prescribed in this clause will be payable for:
 - (i) any day upon which the employee performs or reports for duty, or allocation of work; and
 - (ii) any rostered day off taken as prescribed in clauses 16—Ordinary hours of work, and 17—Shiftwork.

25.11 Work in fabricating yard

When an employee is required to perform prefabricated work in an open yard and is then required to erect or fix on-site, the provisions of this clause will apply.

25.12 Apprentices

(a) Apprentices will be entitled to a proportion of the allowances prescribed in clauses 25.2, 25.3 and 25.4 in accordance with the following scale:

- (i) on the first year rate—75% of amount prescribed;
- (ii) on second year rate—85% of amount prescribed;
- (iii) on third year rate—90% of amount prescribed;
- (iv) on fourth year rate—95% of amount prescribed.

- (b) (i) Apprentices will only receive the allowances prescribed in clause 25.12(a) for days when they attend work and any rostered day off.
- (ii) Apprentices will not be paid the allowance in clause 25.12(a) for days they attend an RTO for training and assessment in accordance with the contract of training.
- (iii) When a school-based apprentice attends off-the-job training or assessment not at the school at which they are enrolled they will receive 25% of the allowance prescribed in clause 25.12(a).

25.13 Adjustment of living away from home—distant work and fares and travel patterns allowance

The monetary allowances prescribed in clauses 24—Living away from home—distant work, and 25—Fares and travel patterns allowance, will be adjusted in accordance with clause 20.4.

(b) The allowances prescribed in this subclause will be taken into account when calculating the annual leave loading.

(c) The allowances prescribed by this subclause will not be taken into account for calculating overtime, penalty rates, annual or personal/carer's leave entitlements.

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- (iii) on third year rate—**90%** of amount prescribed;
- (iv) on fourth year rate—**95%** of amount prescribed.

- (b) (i) Apprentices will only receive the allowances prescribed in clause 25.12(a) for days when they attend work and any rostered day off.
- (ii) Apprentices will not be paid the allowance in clause 25.12(a) for days they attend an RTO for training and assessment in accordance with the contract of training.
- (iii) When a school-based apprentice attends off-the-job training or assessment not at the school at which they are enrolled they will receive **25%** of the allowance prescribed in clause 25.12(a).

25.13 Adjustment of living away from home—distant work and fares and travel patterns allowance

	The monetary allowances prescribed in clauses 24—Living away from home—distant work, and 25—Fares and travel patterns allowance, will be adjusted in accordance with clause C.2.1.
<p>26. District allowances</p> <p><i>Provision not reproduced - clause removed- see AM2014/190</i></p>	<i>Transitional provision - clause removed - obsolete - see AM2014/190</i>
<p>27. Accident pay</p> <p>27.1 This clause commences on 15 October 2015.</p> <p>27.2 The employer must pay an employee accident pay.</p> <p>27.3 Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total of 26 weeks in respect to the employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.</p> <p>27.4 The termination of the employee's employment for any reason whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with clause 27.3.</p> <p>27.5 Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date of receipt of the lump sum by the employee.</p> <p>27.6 If an employer has a scheme for the payment of accident pay that contains provisions generally not less favourable to employees than the provisions of this clause, the employer may apply to the Fair Work Commission for that scheme to apply instead of this clause.</p> <p>27.7 For a casual employee the weekly payment as defined in clause 3.1 will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings and overtime.</p>	<p>26. Accident pay</p> <p>26.1 This clause commences on 15 October 2015.</p> <p>26.2 The employer must pay an employee accident pay.</p> <p>26.3 Accident pay means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and their ordinary hourly rate for 38 hours work, and any RDO accrued entitlements prescribed by clause 16—Ordinary hours of work or clause 17—Shiftwork. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the ordinary hourly rate for that period. The ordinary hourly rate does not include over award payments, shift loadings or overtime.</p> <p>26.4 Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total of 26 weeks in respect to the employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.</p> <p>26.5 The termination of the employee's employment for any reason whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with clause 26.4.</p> <p>26.6 Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date of receipt of the lump sum by the employee.</p> <p>26.7 If an employer has a scheme for the payment of accident pay that contains provisions generally not less favourable to employees than the provisions</p>

<p>27.8 If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.</p> <p>27.9 For the avoidance of doubt, an employee will not be entitled to any payment under this clause in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.</p>	<p>of this clause, the employer may apply to the Fair Work Commission for that scheme to apply instead of this clause.</p> <p>26.8 For a casual employee the weekly payment as defined in clause 26.3 will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings and overtime.</p> <p>26.9 If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.</p> <p>26.10 For the avoidance of doubt, an employee will not be entitled to any payment under this clause in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.</p>
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<p>28. National training wage</p> <p>28.1 The provisions of Schedule C will apply in respect of traineeships, save that the following minimum wage rates will apply instead of those within clause C.5.1 of Schedule C.</p>	<p>19.10 National training wage</p> <p>(a) The provisions of Schedule E—National Training Wage will apply in respect of traineeships, except that the following minimum wage rates will apply instead of those within clause E.5.1 of Schedule E.</p>
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<p>28.2 Civil construction traineeships</p> <p>The minimum weekly rate payable to civil construction trainees will be as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item</th> <th style="text-align: center;">Stage 1</th> <th style="text-align: center;">Stage 2</th> <th style="text-align: center;">Stage 3</th> </tr> <tr> <th></th> <th style="text-align: center;">\$</th> <th style="text-align: center;">\$</th> <th style="text-align: center;">\$</th> </tr> </thead> <tbody> <tr> <td>Base rate</td> <td style="text-align: right;">591.54</td> <td style="text-align: right;">633.34</td> <td style="text-align: right;">683.44</td> </tr> <tr> <td>Industry allowance</td> <td style="text-align: right;">28.30</td> <td style="text-align: right;">28.30</td> <td style="text-align: right;">28.30</td> </tr> <tr> <td>Special allowance</td> <td style="text-align: right;">7.70</td> <td style="text-align: right;">7.70</td> <td style="text-align: right;">7.70</td> </tr> <tr> <td>Total weekly rate</td> <td style="text-align: right;">627.54</td> <td style="text-align: right;">669.34</td> <td style="text-align: right;">719.44</td> </tr> </tbody> </table>	Item	Stage 1	Stage 2	Stage 3		\$	\$	\$	Base rate	591.54	633.34	683.44	Industry allowance	28.30	28.30	28.30	Special allowance	7.70	7.70	7.70	Total weekly rate	627.54	669.34	719.44	<p><i>Moved to clause 19.10</i></p> <p>(b) Civil construction traineeships</p> <p>The minimum weekly rate payable to civil construction trainees will be as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item</th> <th style="text-align: center;">Stage 1</th> <th style="text-align: center;">Stage 2</th> <th style="text-align: center;">Stage 3</th> </tr> <tr> <th></th> <th style="text-align: center;">\$</th> <th style="text-align: center;">\$</th> <th style="text-align: center;">\$</th> </tr> </thead> <tbody> <tr> <td>Base rate</td> <td style="text-align: right;">591.54</td> <td style="text-align: right;">633.34</td> <td style="text-align: right;">683.44</td> </tr> <tr> <td>Industry allowance</td> <td style="text-align: right;">28.30</td> <td style="text-align: right;">28.30</td> <td style="text-align: right;">28.30</td> </tr> <tr> <td>Special allowance</td> <td style="text-align: right;">7.70</td> <td style="text-align: right;">7.70</td> <td style="text-align: right;">7.70</td> </tr> <tr> <td>Total weekly rate</td> <td style="text-align: right;">627.54</td> <td style="text-align: right;">669.34</td> <td style="text-align: right;">719.44</td> </tr> </tbody> </table>	Item	Stage 1	Stage 2	Stage 3		\$	\$	\$	Base rate	591.54	633.34	683.44	Industry allowance	28.30	28.30	28.30	Special allowance	7.70	7.70	7.70	Total weekly rate	627.54	669.34	719.44
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28.3 Other traineeships

(a) Rates of pay for trainees, other than civil construction trainees, will be as follows:

Item	Skill level B	Skill level A
	\$	\$
Base rate	504.84	522.84
Industry allowance	28.30	28.30
Special allowance	7.70	7.70
Weekly rate	540.84	558.84

(b) All other disability and expense related allowances provided for in this award will be payable to trainees from time to time, if applicable, but no other allowances will apply.

(c) Other traineeships

(i) Rates of pay for trainees, other than civil construction trainees, will be as follows:

Item	Skill level B	Skill level A
	\$	\$
Base rate	504.84	522.84
Industry allowance	28.30	28.30
Special allowance	7.70	7.70
Weekly rate	540.84	558.84

(ii) All other disability and expense related allowances provided for in this award will be payable to trainees from time to time, if applicable, but no other allowances will apply.

29. School-based apprenticeship
See Schedule D

19.9 School-based apprentices
For employees undertaking a traineeship, see Schedule D—School-based Apprentices.

30. Higher duties
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.

19.11 Higher duties
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 worked at the higher classification.

31. Payment of wages

31.1 All wages, allowances and other monies must be paid in cash, or by cheque, bank cheque, electronic funds transfer (EFT) or similar transfer or any combination.

31.2 An employee paid by cheque must be allowed reasonable time, as agreed between the employer and the employee, to attend the branch of the

19.12 Payment of wages

(a) All wages, allowances and other monies must be paid in cash, or by cheque, bank cheque, electronic funds transfer (EFT) or similar transfer or any combination.

(b) An employee paid by cheque must be allowed reasonable time, as agreed between the employer and the employee, to attend the branch

<p>employee's bank nearest the workplace to cash cheques during working hours.</p> <p>31.3 Payments must be paid and available to the employee not later than the end of ordinary hours of work on Thursday of each working week. Where an employer made payment less frequently in compliance with a relevant award or award-based transitional instrument, prior to the making of this award on 1 January 2010, or where an employer made payment less frequently in compliance with a Division 2B State award, prior to 1 January 2011, the employer may continue to make payment at that frequency, subject to the agreement of employees and/or a majority of employees if required by the relevant award, award-based transitional instrument or Division 2B State award.</p> <p>31.4 When notice is given, all monies due to the employee must be paid at the time of termination of employment. Where this is not practicable, the employer will have two working days to send monies due to the employee by registered post (or where paid by EFT the monies are transferred into the employee's account).</p> <p>31.5 If an employee is paid wages by cash or cheque and is kept waiting for their wages more than a quarter of an hour after the usual time of finishing work on pay day (for reasons other than circumstances beyond the control of the employer), the employee is to be paid at overtime rates after that quarter of an hour for the period they are kept waiting, with a minimum payment of a quarter of an hour.</p>	<p>of the employee's bank nearest the workplace to cash cheques during working hours.</p> <p>(c) Subject to clause 19.12(e), payments must be paid and available to the employee not later than the end of ordinary hours of work on Thursday of each working week.</p> <p>(d) Where an employer made payment less frequently in compliance with:</p> <p>(i) a relevant award or award-based transitional instrument, prior to the making of this award on 1 January 2010; or</p> <p>(ii) a Division 2B State award, prior to 1 January 2011,</p> <p>the employer may continue to make payment at that frequency, subject to the agreement of employees and/or a majority of employees if required by the relevant award, award-based transitional instrument or Division 2B State award.</p> <p>(e) When notice is given, all monies due to the employee must be paid at the time of termination of employment. Where this is not practicable, the employer will have two working days to send monies due to the employee by registered post (or where paid by EFT the monies are transferred into the employee's account).</p> <p>(f) If an employee is paid wages by cash or cheque and is kept waiting for their wages more than 15 minutes after the usual time of finishing work on pay day (for reasons not beyond the control of the employer), the employee is to be paid at overtime rates after that 15 minutes for the period they are kept waiting, with a minimum payment of 15 minutes.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p>32. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>27. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>

Part 5—Hours of Work and Related Matters**33. Ordinary hours of work**

33.1 Except as provided in clause 34—Shiftwork, the ordinary working hours will be 38 per week, worked between 7.00 am and 6.00 pm, Monday to Friday, in accordance with the following procedure.

(a) Hours of work and rostered days off

(i) The ordinary working hours will be worked in a 20 day four week cycle, Monday to Friday inclusive, with eight hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing towards the twentieth day, which will be taken as a paid day off. The twentieth day of that cycle will be known as the rostered day off (RDO), and will be taken as outlined in clauses 33.1(a)(i) to 33.1(a)(iii). Payment on such a rostered day off will include accrued entitlement to the allowances prescribed in clauses 25.2 to 25.7. A rostered day off will be taken on the fourth Monday in each four week cycle, except where it falls on a public holiday, in which case the next working day will be taken instead.

(ii) Agreement on alternate RDOs

Where an employer and a majority of employees at an enterprise agree, another day may be substituted for the nominated industry rostered day off.

(iii) Agreement on banking of RDOs

- Where employees are employed on distant work covered by clause 24.1, an employer and a majority of those employees on distant work may agree to accrue up to five rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer.
- Where the majority of the employees request consultation with their representative(s), that consultation will take place at least five days prior to its introduction.
- Any agreed arrangement must provide that 13 rostered days

Part 3—Hours of Work**16. Ordinary hours of work and rostering**

16.1 Except as provided in clause 17—Shiftwork, the ordinary hours of work will be 38 per week, worked between 7.00 am and 6.00 pm, Monday to Friday, in accordance with the procedure in clauses 16.2 to 16.9.

16.2 Hours of work and rostered days off

- (a)** The ordinary hours of work will be worked in a 20 day four week cycle, Monday to Friday inclusive, with eight hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing towards the twentieth day, which will be taken as a paid day off.
- (b)** The twentieth day of that cycle will be known as the rostered day off (RDO), and will be taken as outlined in clauses 16.2 to 16.4.
- (c)** Payment on such a rostered day off will include accrued entitlement to the allowances prescribed in clauses 25.2 to 25.7.
- (d)** A rostered day off will be taken on the fourth Monday in each four week cycle, except where it falls on a public holiday, in which case the next working day will be taken instead.

16.3 Agreement on alternate RDOs

Where an employer and a majority of employees at an enterprise agree, another day may be substituted for the nominated industry rostered day off.

16.4 Agreement on banking of RDOs

- (a)** Where employees are employed on distant work covered by clause 24.1, an employer and a majority of those employees on distant work may agree to accrue up to five rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer.
- (b)** Where the majority of the employees request consultation with their representative(s), that consultation will take place at least five days prior to its introduction.
- (c)** Any agreed arrangement must provide that 13 rostered days are

<p>are taken off by an employee for 12 months' continuous service.</p> <p>(iv) Each day of paid leave taken and a public holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes.</p> <p>(v) An employee who has not worked, or is not regarded by reason of clause 33.1(a)(iv) as having worked a complete 19-day four week cycle, will receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.</p> <p>(vi) Except where agreement has been reached in accordance with clauses 33.1(a)(ii) and 33.1(a)(iii), the prescribed rostered day off or any substituted day may be worked where it is required by the employer and such work is necessary:</p> <ul style="list-style-type: none"> • to allow other employees to be employed productively; or • to carry out out-of-hours maintenance; or • in the case of unforeseen delays to a particular project or a section of it or other reasons arising from unforeseen or emergency circumstances on a project; <p>in which case, in addition to accrued entitlements, the employee will be paid penalty rates and provisions as prescribed for Saturday work in clause 37—Penalty rates.</p> <p>(vii) Agreement on working other than the rostered day off cycle</p> <p>Where an employer and the majority of employees employed at a particular enterprise agree that due to the nature of an employer's operations it is not practicable for the foregoing four week cycle to operate, they may agree to an alternate method of arranging working hours, provided that the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in clause 33.1 and that no more than eight ordinary hours are worked in any one day.</p>	<p>taken off by an employee for 12 months' continuous service.</p> <p>16.5 Each day of paid leave taken and a public holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes.</p> <p>16.6 An employee who has not worked, or is not regarded by reason of clause 16.5 as having worked a complete 19-day four week cycle, will receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.</p> <p>16.7 Except where agreement has been reached in accordance with clauses 16.3 and 16.4, the prescribed rostered day off or any substituted day may be worked where it is required by the employer and such work is necessary:</p> <ul style="list-style-type: none"> (a) to allow other employees to be employed productively; or (b) to carry out out-of-hours maintenance; or (c) in the case of unforeseen delays to a particular project or a section of it or other reasons arising from unforeseen or emergency circumstances on a project; <p>in which case, in addition to accrued entitlements, the employee will be paid penalty rates as prescribed for Saturday work in clause 29—Penalty rates and the provisions for Saturday work in clause 29—Penalty rates will apply.</p> <p>16.8 Agreement on working other than the rostered day off cycle</p> <p>Where an employer and the majority of employees employed at a particular enterprise agree that due to the nature of an employer's operations it is not practicable for the four week cycle in clause 16.2(a) to operate, they may agree to an alternate method of arranging working hours, provided that the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in clause 16.1 and that no more than eight ordinary hours are worked in any one day.</p>
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<p>(viii) Early starts</p> <p>The working day may start at 6.00 am or at any other time between that hour and 8.00 am and the working time will then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period. The change to the start time requires agreement between the employer and the employees and their representative(s), if requested.</p> <p>(b) Hours of work—part-time employees</p> <p>(i) Notwithstanding the provisions of this clause and clause 34—Shiftwork, an employee working on a part-time basis may be paid for actual hours worked and in such instances the employee will not be entitled to accrue time towards a rostered day off, and further provided that such employee will not work on the rostered day off.</p> <p>(ii) An employer and employee may agree that the part-time employee accrues time towards a rostered day off as provided by this clause and clause 34—Shiftwork. In such instances, the part-time employee will accrue pro rata entitlements to rostered days off in accordance with clause 33.1(a)(v).</p>	<p>16.9 Early starts</p> <p>(a) The working day may start at 6.00 am or at any other time between 6:00 am and 8.00 am. The working time will then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period.</p> <p>(b) The change to the start time requires agreement between the employer and the employees and their representative(s), if requested.</p> <p>16.10 Hours of work—part-time employees</p> <p>(a) Despite the provisions of clause 16—Ordinary hours of work and rostering and clause 17—Shiftwork, an employee working on a part-time basis may be paid for actual hours worked and in such instances the employee will not be entitled to accrue time towards a rostered day off, and further provided that the employee will not work on the rostered day off.</p> <p>(b) An employer and employee may agree that the part-time employee accrues time towards a rostered day off as provided by clause 16—Ordinary hours of work and rostering and clause 17—Shiftwork. In such instances, the part-time employee will accrue pro rata entitlements to rostered days off in accordance with clause 16.6.</p>
<p>(c) Washing time</p> <p>The employer will provide sufficient facilities for washing and five minutes will be allowed before lunch and before finishing time to enable employees to wash and put away gear.</p> <p>(d) Work in compressed air</p> <p>The working hours and conditions of employees working in compressed air will be those as from time to time prescribed in the code of the <i>Standards Association of Australia for work in compressed air, Part 1 Airlock Operations</i>.</p>	<p>16.11 Washing time</p> <p>The employer will provide sufficient facilities for washing and five minutes will be allowed before lunch and before finishing time to enable employees to wash and put away gear.</p> <p>16.12 Work in compressed air</p> <p>The working hours and conditions of employees working in compressed air will be those as from time to time prescribed in the code of the <i>Standards Association of Australia for work in compressed air, Part 1 Airlock Operations</i>.</p>

<p>(e) Hours—underground work</p> <p>(i) Underground means in any trench, shaft, drive or tunnel more than 6.1 metres (20 feet) below the surface of the ground or any drive or tunnel over 4.6 metres (15 feet) in length or where the drive or tunnel is timbered irrespective of the depth, or any live sewer more than 2.4 metres (8 feet) below the surface of the ground. Nothing in this clause will entitle a person working in a trench by pot and shot method or otherwise at a depth less than 6.1 metres (20 feet) below the surface of the ground to be paid as a miner.</p> <p>(ii) The hours of work of employees working underground and all dependent work above the ground will begin at the whistle and end at the surface. The hours of work for underground work will be 38 per week worked in accordance with the provisions of clauses 33.1(a)(i) and 33.1(a)(ii). Each day’s work will include half an hour crib break and if two shifts are worked they will be worked between the hours of 6.00 am and midnight.</p> <p>(iii) A week’s work will be 30 hours per week, exclusive of crib time, except in the following cases:</p> <ul style="list-style-type: none"> • miners driving tunnels with a superficial area not exceeding 12.2 metres (40 feet); • miners sinking shafts over 15.2 metres (50 feet) in depth; and • persons packing and/or scabbling in dead ends and/or boodler working. 	<p>(a) Hours—underground work</p> <p>(i) Underground means in any trench, shaft, drive or tunnel more than 6.1 metres (20 feet) below the surface of the ground or any drive or tunnel over 4.6 metres (15 feet) in length or where the drive or tunnel is timbered irrespective of the depth, or any live sewer more than 2.4 metres (8 feet) below the surface of the ground. Nothing in this clause will entitle a person working in a trench by pot and shot method or otherwise at a depth less than 6.1 metres (20 feet) below the surface of the ground to be paid as a miner.</p> <p>(ii) The hours of work of employees working underground and all dependent work above the ground will begin at the whistle and end at the surface. The hours of work for underground work will be 38 per week worked in accordance with the provisions of clauses 16.2 and 16.3. Each day’s work will include 30 minute crib break and if two shifts are worked they will be worked between the hours of 6.00 am and midnight.</p> <p>(iii) A week’s work will be 30 hours per week, exclusive of crib time, except in the following cases:</p> <ul style="list-style-type: none"> • miners driving tunnels with a superficial area not exceeding 12.2 metres (40 feet); • miners sinking shafts over 15.2 metres (50 feet) in depth; and • persons packing and/or scabbling in dead ends and/or boodler working.
<p>34. Shiftwork</p> <p>34.1 General building and construction and metal and engineering construction sectors</p> <p>(a) Definitions</p> <p>For the purposes of this clause:</p>	<p>17. Shiftwork</p> <p>17.1 General building and construction and metal and engineering construction sectors</p> <p>(a) Definitions</p> <p>For the purposes of this clause:</p>

afternoon shift means a shift commencing at or after 1.00 pm and before 3.00 pm

night shift means a shift commencing at or after 3.00 pm and before 11.00 pm

morning shift means a shift commencing at or after 4.30 am and before 6.00 am

early afternoon shift means a shift commencing on or after 11.00 am and before 1.00 pm.

- (b) When an employee is employed continuously (inclusive of public holidays) for five shifts Monday to Friday, the following rates will apply:
- (i) afternoon and night shift— ordinary time hourly rate plus 50%;
 - (ii) morning and early afternoon shifts— ordinary time hourly rate plus 25%.
- (c) Where a job finishes after proceeding on shiftwork for more than five consecutive days or the employer terminates the employee's services during the week, the employee must be paid at the rate specified in clause 34.1(b) for the time actually worked.
- (d) In the case of broken shifts (i.e. less than 38 ordinary hours worked over five consecutive shifts Monday to Friday) the rates prescribed will be time and a half for the first two hours and double time thereafter.
- (e) The ordinary hours of morning, early afternoon, afternoon and night shift will be eight hours daily inclusive of meal breaks. Provided where shiftwork comprises three continuous and consecutive shifts of eight hours each per day, that 24 minutes of each shift will accrue towards a rostered off shift and a crib time of 20 minutes duration will be allowed on each shift, and will be paid for as though worked. Such crib time will be instead of any other rest period or cessation of work elsewhere prescribed by this award.
- (f) An employee must be given at least 48 hours' notice of the

afternoon shift means a shift starting at or after 1.00 pm and before 3.00 pm

night shift means a shift starting at or after 3.00 pm and before 11.00 pm

morning shift means a shift starting at or after 4.30 am and before 6.00 am

early afternoon shift means a shift starting on or after 11.00 am and before 1.00 pm.

- (b) When an employee is employed continuously (inclusive of public holidays) for five shifts Monday to Friday, the following rates will apply:
- (i) afternoon and night shift—**150%** of the ordinary hourly rate;
 - (ii) morning and early afternoon shifts—**125%** of the ordinary hourly rate.
- (c) Where a job finishes after proceeding on shiftwork for more than five consecutive days or the employer terminates the employee's services during the week, the employee must be paid at the rate specified in clause 17.1(b) for the time actually worked.
- (d) In the case of broken shifts (i.e. less than 38 ordinary hours worked over five consecutive shifts Monday to Friday) the rates prescribed will be **150%** for the first two hours and **200%** thereafter.
- (e) The ordinary hours of morning, early afternoon, afternoon and night shift will be eight hours daily inclusive of meal breaks. Provided where shiftwork comprises three continuous and consecutive shifts of eight hours each per day, that 24 minutes of each shift will accrue towards a rostered off shift and a crib time of 20 minutes duration will be allowed on each shift, and will be paid for as though worked. Such crib time will be instead of any other rest period or cessation of work elsewhere prescribed by this award.
- (f) An employee must be given at least 48 hours' notice of the requirement to work shiftwork.
- (g) The hours for shiftworkers, when fixed, must not be altered except

<p>requirement to work shiftwork.</p> <p>(g) The hours for shiftworkers, when fixed, must not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of their previous shift.</p> <p>(h) For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime must apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, will be regarded as a Friday shift.</p> <p>(i) All work in excess of shift hours, Monday to Friday, other than holidays must be paid for at double time (excluding shift rates).</p> <p>(j) The provisions of this award relating to hours of work and leave will apply to employees working shiftwork.</p>	<p>for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of their previous shift.</p> <p>(h) For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime must apply. Provided that an ordinary night shift starting before and extending beyond midnight Friday, will be regarded as a Friday shift.</p> <p>(i) All work in excess of shift hours, Monday to Friday, other than holidays must be paid for at 200% of the ordinary hourly rate (excluding shift rates).</p> <p>(j) The provisions of this award relating to hours of work and leave will apply to employees working shiftwork.</p>
<p>34.2 Civil construction sector</p> <p>(a) Definitions</p> <p>For the purpose of this clause:</p> <p>shiftwork means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged previously</p> <p>day shift means any shift starting on or after 6.00 am and before 10.00 am</p> <p>afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm</p> <p>night shift means any shift starting at or after 8.00 pm and before 6.00 am</p> <p>rostered shift means a shift of which the employee concerned has had at least 48 hours notice.</p> <p>(b) Roster</p> <p>Shifts must be worked according to a roster which will:</p>	<p>17.2 Civil construction sector</p> <p>(a) Definitions</p> <p>For the purpose of this clause:</p> <p>shiftwork means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged previously</p> <p>day shift means any shift starting on or after 6.00 am and before 10.00 am</p> <p>afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm</p> <p>night shift means any shift starting at or after 8.00 pm and before 6.00 am</p> <p>rostered shift means a shift of which the employee concerned has had at least 48 hours' notice.</p> <p>(b) Roster</p> <p>Shifts must be worked according to a roster which will:</p>

<p>(i) provide for rotation of shifts unless all the employees concerned agree otherwise;</p> <p>(ii) provide for not more than eight shifts to be worked in any nine consecutive days; and</p> <p>(iii) specify the commencing and finishing times of each shift.</p> <p>(c) Ordinary hours</p> <p>(i) The ordinary hours of work for shiftworkers will not exceed an average of 38 per week over a cycle of two, three or four weeks.</p> <p>(ii) A shift will consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which will be counted as time worked.</p> <p>(d) Rostered off shift</p> <p>Twenty-four minutes of each eight hour shift worked during a shift cycle will accrue as an entitlement to take a rostered off shift after each 19 shifts worked. The rostered off shift will be paid for as though worked.</p> <p>(e) Paid leave</p> <p>Each day of paid leave taken and any public holiday occurring during any shift cycle will be regarded as a shift worked for accrual purposes.</p> <p>(f) Pro rata accrued entitlements</p> <p>A shiftworker who has not worked or is not regarded by reason of clause 34.2(e) as having worked a complete shift cycle will receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle. Such pro rata entitlements will be payable for the rostered off shift or, in the case of termination of employment, on such termination.</p>	<p>(i) provide for rotation of shifts unless all the employees concerned agree otherwise;</p> <p>(ii) provide for not more than eight shifts to be worked in any nine consecutive days; and</p> <p>(iii) specify the starting and finishing times of each shift.</p> <p>(c) Ordinary hours</p> <p>(i) The ordinary hours of work for shiftworkers will not exceed an average of 38 per week over a cycle of two, three or four weeks.</p> <p>(ii) A shift will consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which will be counted as time worked.</p> <p>(d) Rostered off shift</p> <p>(i) Twenty-four minutes of each eight hour shift worked during a shift cycle will accrue as an entitlement to take a rostered off shift after each 19 shifts worked.</p> <p>(ii) The rostered off shift will be paid for as though worked.</p> <p>(e) Paid leave</p> <p>Each day of paid leave taken and any public holiday occurring during any shift cycle will be regarded as a shift worked for accrual purposes.</p> <p>(f) Pro rata accrued entitlements</p> <p>(i) A shiftworker who has not worked or is not regarded by reason of clause 17.2(e) as having worked a complete shift cycle will receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle.</p> <p>(ii) The pro rata entitlements will be payable for the rostered off shift or, in the case of termination of employment, on such termination.</p>
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<p>(g) Taking of rostered off shifts</p> <p>The employer and employees concerned will agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation. Such accumulation will be limited to not more than five shifts before they are taken as rostered off shifts. When rostered off shifts are taken they will be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.</p> <p>(h) Work on a rostered off shift</p> <p>The rostered off shift prescribed by this clause will be taken as a paid shift off. Provided that where an employer for emergency reasons requires an employee to work on their rostered off shift the employee will, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.</p>	<p>(g) Taking of rostered off shifts</p> <p>(i) The employer and employees concerned will agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation.</p> <p>(ii) Accumulation will be limited to not more than five shifts before they are taken as rostered off shifts.</p> <p>(iii) When rostered off shifts are taken they will be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.</p> <p>(h) Work on a rostered off shift</p> <p>(i) The rostered off shift prescribed by this clause will be taken as a paid shift off.</p> <p>(ii) Where an employer for emergency reasons requires an employee to work on their rostered off shift the employee will, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.</p>
<p>(i) Overtime</p> <p>All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.</p> <p>(j) Shift allowances</p> <p>A shiftworker whilst on afternoon or night shift other than on a Saturday, Sunday or holiday must be paid their ordinary time hourly rate plus 15%.</p> <p>(k) Saturdays</p> <p>Employees working shifts between midnight on Friday and midnight on Saturday must be paid at the minimum rate of time and a half for ordinary hours of work inclusive of time worked for accrual</p>	<p>(i) Overtime</p> <p>(i) All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of 200% of the ordinary hourly rate.</p> <p>(ii) Clause 17.2(i)(i) will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.</p> <p>(j) Shift allowances</p> <p>A shiftworker whilst on afternoon or night shift other than on a Saturday, Sunday or holiday must be paid 115% of the ordinary hourly rate.</p> <p>(k) Saturdays</p> <p>An employee who is working a shift between midnight on Friday</p>

<p>purposes as prescribed in clause 34.2(e).</p> <p>(l) Sundays and holidays</p> <p>Subject to this clause, the provisions of clause 41—Public holidays, will apply to shiftworkers. Where shifts commence between 11.00 pm and midnight on a Sunday or holiday, the time so worked before midnight will not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday will be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a holiday that shift, the major portion of which falls on a Sunday or a holiday, will be regarded as the Sunday or holiday shift.</p>	<p>and midnight on Saturday must be paid 150% of the ordinary hourly rate for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 17.2(e).</p> <p>(l) Sundays and public holidays</p> <p>(i) Subject to clause 17.2(l), the provisions of clause 33—Public holidays, will apply to shiftworkers.</p> <p>(ii) Where shifts start between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.</p> <p>(iii) Where shifts fall partly on a Sunday or a public holiday that shift, the major portion of which falls on a Sunday or a public holiday, will be regarded as the Sunday or public holiday shift.</p>
<p>(m) Five successive shifts</p> <p>Shiftworkers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights will be paid at the rate of time and a half for all ordinary time occurring during such shift.</p> <p>(n) Permanent night shift</p> <p>An employee who (except at their own request pursuant to clause 34.2(b)(i)):</p> <p>(i) during a period of engagement on shift, works night shift only; or</p> <p>(ii) remains on a night shift for a longer period than four successive weeks; or</p> <p>(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each</p>	<p>(m) Five successive shifts</p> <p>Shiftworkers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights will be paid 150% of the ordinary hourly rate for all ordinary hours of work occurring during the shift.</p> <p>(n) Permanent night shift</p> <p>An employee who (except at their own request pursuant to clause 17.2(b)(i)):</p> <p>(i) during a period of engagement on shift, works night shift only; or</p> <p>(ii) remains on a night shift for a longer period than four successive weeks; or</p> <p>(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each</p>

<p>cycle;</p> <p>must, during such engagement, period or cycle be paid their ordinary time hourly rate plus 30% for all time worked during ordinary working hours on such night shift.</p> <p>(o) Call outs</p> <p>A shiftworker called out to work after the expiration of their customary working time and after they have left work for the shift, or is called out to work on a day on which they are rostered off, must be paid for a minimum of three hours work calculated at double time for each occasion the shiftworker is called out. Provided that if called out on a public holiday, payment must be calculated at the rate prescribed in clause 37.9 of this award.</p> <p>(p) Transport after overtime</p> <p>When a shiftworker, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer will provide the shiftworker with transport to their usual place of residence or to the nearest appropriate public transport.</p>	<p>cycle;</p> <p>must, during such engagement, period or cycle be paid 130% of the ordinary hourly rate for all ordinary hours of work on night shift.</p> <p>(o) Call outs</p> <p>(i) A shiftworker called out to work after finishing their normal working time and after they have left work for the shift, or called out to work on a day on which they are rostered off, must be paid for a minimum of three hours' work calculated at 200% of the ordinary hourly rate for each occasion the shiftworker is called out.</p> <p>(ii) If called out on a public holiday, payment must be calculated at the rate prescribed in clause 29.1(e) of this award.</p> <p>(p) Transport after overtime</p> <p>When a shiftworker, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer will provide the shiftworker with transport to their usual place of residence or to the nearest appropriate public transport.</p>
<p>35. Meal breaks</p> <p>35.1 Meal break—day workers</p> <p>(a) There must be a cessation of work and of working time, for the purpose of a meal on each day, of no less than 30 minutes, to be taken between noon and 1.00 pm, or as otherwise agreed between an employer and a majority of employees, provided that an employee must not be required to work more than five hours without a break for a meal.</p> <p>(b) Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of finishing of work.</p>	<p>18. Meal breaks</p> <p>18.1 Meal break—day workers</p> <p>(a) For the purpose of a meal on each day, there must be a cessation of work and of working time of 30 minutes, to be taken between noon and 1.00 pm, or as otherwise agreed between an employer and a majority of employees.</p> <p>(b) An employee must not be required to work more than five hours without a break for a meal.</p> <p>(c) Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of finishing of work.</p>

35.2 Meal break—shiftworkers

At no later than five hours after the commencement of each shift there must be a cessation of work of 30 minutes duration to allow shiftworkers to take a meal break which will be counted as time worked.

35.3 Rest periods and crib time

- (a) There must be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 am and 11.00 am.
- (b) When an employee is required to work overtime after the usual finishing time of the day or shift for two hours or more, the employee must be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such finishing time and thereafter, after each four hours of continuous work (also without deduction of pay), a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual finishing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- (c) For the purposes of this subclause, **usual finishing time** is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 33—Ordinary hours of work, and 34—Shiftwork.
- (d) Where shiftwork comprises three continuous and consecutive shifts of eight hours per day inclusive of time worked for accrual purposes as prescribed in clauses 33—Ordinary hours of work and 34—Shiftwork, a crib time of 20 minutes in duration must be allowed without deduction of pay in each shift. Such crib time in each shift will be instead of any other rest period or cessation of work elsewhere prescribed by this award.
- (e) The provisions of clauses 35.3(b) and 35.3(d) will not be applicable to the case of an employee who is allowed the rest periods prescribed in clauses 22.2(b) and 22.2(c).

18.2 Meal break—shiftworkers

At no later than five hours after the start of each shift there must be a cessation of work of 30 minutes' duration to allow shiftworkers to take a meal break which will count as time worked.

18.3 Rest periods and crib time

- (a) A paid rest period of 10 minutes must be allowed between 9.00 am and 11.00 am.
- (b) When an employee is required to work overtime for two hours or more after their usual finishing time of the day or shift, the employee must be allowed to take a paid crib time of 20 minutes' duration immediately after their finishing time and, after each four hours of continuous work, a paid crib time of 30 minutes' duration.
- (c) In the event of an employee remaining at work after their usual finishing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- (d) For the purposes of clause 18.3, **usual finishing time** is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work, and 17—Shiftwork.
- (e) Where shiftwork comprises three continuous and consecutive shifts of eight hours per day inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work and 17—Shiftwork, paid crib time of 20 minutes' duration must be allowed in each shift. Crib time in each shift will be instead of any other rest period or cessation of work elsewhere prescribed by this award.
- (f) The provisions of clauses 18.3(b), (c), and (e) will not apply to an employee who is allowed the rest periods prescribed in clauses 22.2(b) and 22.2(c).

<p>35.4 Working with toxic materials</p> <p>Where an employee is using toxic materials and such work continues to the employee's meal break, the employee will be entitled to take washing time of 10 minutes immediately prior to the meal break. Where this work continues to the finishing time of the day or is finalised at any time prior to the finishing time of the day, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.</p> <p>35.5 Shaft or trench sinkers, etc.</p> <p>Where shaft or trench sinkers or timberpersons are working at a depth of over 1.8 metres and where employees are driving at any depth in a tunnel or are engaged on similar work, the prescribed ordinary hours will include a daily crib time of 30 minutes which will be counted as time worked.</p>	<p>18.4 Working with toxic materials</p> <p>(a) Where an employee is using toxic materials and the work continues to the employee's meal break, the employee will be entitled to take washing time of 10 minutes immediately prior to the meal break.</p> <p>(b) Where this work continues to the finishing time of the day or is finalised at any time prior to the finishing time of the day, washing time of 10 minutes will be granted.</p> <p>(c) The washing time break or breaks will count as time worked.</p> <p>18.5 Shaft or trench sinkers, etc.</p> <p>Where shaft or trench sinkers or timberpersons are working at a depth of over 1.8 metres and where employees are driving at any depth in a tunnel or are engaged on similar work, the prescribed ordinary hours will include a daily crib time of 30 minutes which will count as time worked.</p>
<p>36. Overtime</p> <p>36.1 Requirement to work reasonable overtime</p> <p>(a) Except as provided in this clause, an employer may require any employee to work reasonable overtime.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(i) any risk to employee health and safety;</p> <p>(ii) the employee's personal circumstances including any family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise;</p> <p>(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(v) any other relevant matter.</p>	<p>28. Overtime</p> <p>28.1 Requirement to work reasonable overtime</p> <p>(a) Except as provided in this clause, an employer may require any employee to work reasonable overtime.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(i) any risk to employee health and safety;</p> <p>(ii) the employee's personal circumstances including any family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise;</p> <p>(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(v) any other relevant matter.</p>

<p>36.2 All time worked beyond an employee's ordinary time of work (inclusive of time worked for accrual purposes as prescribed in clauses 33—Ordinary hours of work and 34—Shiftwork), Monday to Friday, must be paid for at the rate of time and a half for the first two hours and at double time thereafter.</p>	<p>28.2 No employee under the age of 18 years will be required to work overtime or shiftwork.</p>
<p>36.3 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of three hours' work at the appropriate rates for each time the employee is so recalled. The employee will not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period, unless unforeseen circumstances arise.</p>	<p>28.3 Except in an emergency, no trainee will work or be required to work overtime or shiftwork at times which would prevent the employee's attendance at a Registered Training Organisation, as required by any statute, award or regulation.</p>
<p>36.4 Clause 36.3 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.</p>	<p>28.4 Payment for working overtime</p> <p>All time worked beyond an employee's ordinary time of work (inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work and 17—Shiftwork), Monday to Friday, must be paid for at the rate of 150% of the ordinary hourly rate for the first two hours and 200% thereafter.</p>
<p>36.5 If an employer requires an employee to work during the time prescribed by clause 35.1 for finishing of work, the employee must be paid at the rate of double time for the period worked between the prescribed time of finishing and the beginning of the time allowed in substitution for the meal break. If the finishing time is shortened at the request of the employee to the minimum of 30 minutes prescribed in clause 35.1 or to any other extent (not being less than 30 minutes) the employer will not be required to pay more than the ordinary time hourly rate of pay for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.</p>	<p>28.5 Recall to work overtime</p> <p>(a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of three hours' work at the appropriate rates for each time the employee is so recalled.</p> <p>(b) The employee will not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period, unless unforeseen circumstances arise.</p> <p>(c) Clause 28.5 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.</p>
<p>36.6 No employee under the age of 18 years will be required to work overtime or shiftwork.</p>	<p>28.6 Work during meal break—day workers</p>
<p>36.7 Except in an emergency, no trainee will work or be required to work overtime or shiftwork at times which would prevent the employee's attendance at a Registered Training Organisation, as required by any statute, award or regulation.</p>	<p>(a) If an employer requires an employee to work during the time prescribed by clause 18.1 for finishing of work, the employee must be paid at the rate of 200% of the ordinary hourly rate for the period worked between the prescribed time of finishing and the beginning of the time allowed in substitution for the meal break.</p>
<p>36.8 When an employee finishes work at a time when reasonable means of transport are not available, after having worked overtime and/or a shift for which the employee has not been regularly rostered, the employer must</p>	<p>(b) If the finishing time is shortened at the request of the employee to the minimum of 30 minutes prescribed in clause 18.1 or to any other</p>

<p>pay the cost of, or provide, transport to the employee's home or to the nearest public transport.</p> <p>36.9 An employee who works so much overtime:</p> <p>(a) between the termination of the employee's ordinary work day or shift, and the commencement of the employee's ordinary work in the next day or shift that the employee has not had at least 10 consecutive hours off duty between these times; or</p> <p>(b) on Saturdays, Sundays and holidays (not being ordinary working days) or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the next ordinary day or shift;</p> <p>must be released after completion of such overtime until the employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.</p>	<p>extent (not being less than 30 minutes) the employer will not be required to pay more than the ordinary hourly rate of pay for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.</p> <p>28.7 Transport after overtime</p> <p>(a) When an employee finishes work at a time when reasonable means of transport are not available, after having worked overtime and/or a shift for which the employee has not been regularly rostered, the employer must pay the cost of, or provide, transport to the employee's home or to the nearest public transport.</p> <p>(b) The provisions of clause 28.7 must apply in respect of work on a holiday.</p>
<p>36.10 An employee who has worked continuously (except for meal and crib times allowed by this award) for 20 hours must not be required to continue at or commence work for at least 12 hours.</p> <p>36.11 If, on the instructions of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, the employee must be paid at double time until the employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p>	<p>28.8 Consecutive hours off duty</p> <p>(a) An employee who works so much overtime:</p> <p>(i) between the termination of the employee's work day or shift, and the start of the employee's work in the next day or shift that the employee has not had at least 10 consecutive hours off duty between these times; or</p> <p>(ii) on Saturdays, Sundays and holidays (not being ordinary working days) or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary starting time on the next ordinary day or shift;</p>
<p>36.12 The provisions of this subclause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:</p> <p>(a) for the purpose of changing shift rosters; or</p> <p>(b) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or</p> <p>(c) where a shift is worked by arrangement between the employees themselves.</p> <p>36.13 All work performed on any of the holidays prescribed by the NES or substituted instead thereof, must be paid for at the rate of double time and a</p>	<p>must be released after completion of such overtime until the employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.</p> <p>(b) The provisions of clause 28.8(a) must apply in respect of work on a holiday.</p> <p>(c) An employee who has worked continuously (except for meal and crib times allowed by this award) for 20 hours must not be required to continue at or start work for at least 12 hours.</p> <p>(d) If, on the instructions of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty,</p>

<p>half.</p> <p>36.14 The provisions of clauses 36.8 and 36.9 must apply in respect of work on a holiday.</p> <p>36.15 An employee required to work on a holiday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.</p> <p>36.16 All work performed on a Saturday or a Sunday will be paid in accordance with clause 37—Penalty rates.</p>	<p>the employee must be paid at 200% of the ordinary hourly rate until the employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p> <p>(e) The provisions of clause 28.8 will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:</p> <p>(i) for the purpose of changing shift rosters; or</p> <p>(ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or</p> <p>(iii) where a shift is worked by arrangement between the employees themselves.</p> <p>28.9 All work performed on any of the holidays prescribed by the NES or substituted instead thereof, must be paid at 250% of the ordinary hourly rate.</p> <p>28.10 An employee required to work on a holiday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.</p> <p>28.11 All work performed on a Saturday or a Sunday will be paid in accordance with clause 29—Penalty rates.</p>
<p>37. Penalty rates</p> <p>37.1 Overtime worked on Saturday must be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday must be paid for at the rate of double time.</p> <p>37.2 An employee required to work overtime on a Saturday must be afforded at least three hours' work or be paid for three hours at the appropriate rate.</p> <p>37.3 All work performed on the Saturday following Good Friday must be paid for at the rate of double time and a half.</p> <p>37.4 An employee required to work on the Saturday following Good Friday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.</p>	<p>29. Penalty rates</p> <p>29.1 Weekend and public holiday work</p> <p>(a) Subject to clauses 29.1(b) and (c), overtime worked on Saturday must be paid at 150% of the ordinary hourly rate for the first two hours and 200% thereafter.</p> <p>(b) All overtime worked after 12 noon on Saturday must be paid at 200% of the ordinary hourly rate.</p> <p>(c) All work performed on the Saturday following Good Friday must be paid at 250% of the ordinary hourly rate.</p> <p>(d) All time worked on Sundays must be paid at 200% of the ordinary hourly rate.</p>

- 37.5** All time worked on Sundays must be paid for at the rate of double time. An employee required to work overtime on a Sunday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
- 37.6** 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. This provision operates in place of clause 35.3(a).
- 37.7** 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 time hourly 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. This provision operates in place of clause 35.1(a).
- 37.8** 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 time hourly rate of pay. This provision operates in place of clause 35.3(a) and (b).
- 37.9** All work performed on public holidays, or substituted days, must be paid for at the rate of double time and a half, subject to a minimum payment for four hours' work.

- (e) All work performed on public holidays, or substituted days, must be paid at **250%** of the ordinary hourly rate.

29.2 Minimum engagement

- (a) Subject to clause 29.2(b), an employee required to work overtime on a Saturday must be afforded at least three hours' work or be paid for three hours at the appropriate rate.
- (b) An employee required to work on the Saturday following Good Friday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
- (c) An employee required to work overtime on a Sunday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
- (d) All worked performed on public holidays, or substituted days, is subject to a minimum payment for four hours' work.

29.3 Paid rest period during over time—Saturday and Sunday

- (a) 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.
- (b) This provision operates in place of clause 18.3(a).

29.4 Paid crib time during overtime—Saturday and Sunday

- (a) 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 hourly 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. This provision operates in place of clause 18.1(a).
- (b) 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 hourly rate of pay. This provision operates in place of clause 18.3(a) and (b).

Part 6—Leave and Public Holidays**38. Annual leave****38.1 Leave entitlement**

- (a) Annual leave is provided for in the NES.
- (b) For the purpose of the additional week of leave provided by the NES, a shiftworker means a **continuous shiftworker** as defined in this award.

38.2 Payment for annual leave

- (a) Instead of the **base rate of pay** as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid, in advance, the amount which they would have received for working ordinary time hours if they had not been on leave.
- (b) 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 following rates, loadings and allowances if such rates, loadings and allowances would have been received by the employee for working ordinary time hours had the employee not been on annual leave:
- clause 19.1(a)—Minimum wages;
 - clause 21.2—Industry allowance;
 - clause 21.3—Underground allowance;
 - clause 20.1—Tool and employee protection allowance;
 - clause 24—Living away from home—distant work;
 - clause 25—Fares and travel patterns allowance; and
 - clause 19.2—Leading hands.

This loading will also apply to proportionate leave on lawful termination.

Part 6—Leave and Public Holidays**30. Annual leave****30.1 Leave entitlement**

- (a) Annual leave is provided for in the NES.
- (b) For the purpose of the additional week of leave provided by the NES, a shiftworker means a **continuous shiftworker** as defined in this award.

30.2 Payment for annual leave

- (a) Instead of the **base rate of pay** as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid, in advance, the amount which they would have received for working ordinary time hours if they had not been on leave.
- (b) In addition to the payment prescribed in clause 30.2(a), an employee must receive during a period of annual leave a loading of **17.5%** calculated on the following rates, loadings and allowances if such rates, loadings and allowances would have been received by the employee for working ordinary time hours had the employee not been on annual leave:
- clause 19.1(a)—Minimum wages;
 - clause 21.2—Industry allowance;
 - clause 21.3—Underground allowance;
 - clause 20.1—Tool and employee protection allowance;
 - clause 24—Living away from home—distant work;
 - clause 25—Fares and travel patterns allowance; and
 - clause 19.2—Leading hands.

This loading will also apply to proportionate leave on lawful termination.

<p>(c) Instead of the payment in respect of annual leave loading provided for in clause 38.2(b), an employee who would have worked on shiftwork had they not been on leave and where the employee would have received shift loadings prescribed by clause 34—Shiftwork, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 34 will be included in the rate of wage prescribed by clause 38.2(b) instead of the 17.5% loading.</p> <p>38.3 Annual close down</p> <p>(a) An employer may direct an employee to take paid annual leave during all or part of a period in conjunction with the Christmas/New Year holidays, where the employer shuts down the business, part of the business, or a site where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued.</p> <p>(b) Where an employer decides to utilise the provisions of clause 38.3(a) in respect of the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of their employees then qualified for such leave, the employer must give at least two months' notice to the affected employees.</p>	<p>(c) Instead of the payment in respect of annual leave loading provided for in clause 30.2(b), an employee who would have worked on shiftwork had they not been on leave and where the employee would have received shift loadings prescribed by clause 17—Shiftwork, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 17 will be included in the rate of wage prescribed by clause 30.2(b) instead of the 17.5% loading.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p> <p>30.3 Annual close down</p> <p>(a) An employer may direct an employee to take paid annual leave during all or part of a period in conjunction with the Christmas/New Year holidays, where the employer shuts down the business, part of the business, or a site where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued.</p> <p>(b) Where an employer decides to utilise the provisions of clause 30.3(a) in respect of the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of their employees then qualified for such leave, the employer must give at least two months' notice to the affected employees.</p>
<p>39. Personal/carer's leave and compassionate leave</p> <p>39.1 Personal/carer's leave entitlements are provided for in the NES.</p> <p>39.2 If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave will continue from the date of re-engagement. In such case the employee's next year of service will commence after a total of 12 months has been served with that employer</p>	<p>31. Personal/carer's leave and compassionate leave</p> <p>31.1 Personal/carer's leave entitlements are provided for in the NES.</p> <p>31.2 If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave will continue from the date of re-engagement. In such case the employee's next year of service will commence after a total of 12 months has been served with that employer</p>

<p>excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment.</p>	<p>excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment.</p>
<p>40. Community service leave Community service leave is provided for in the NES.</p>	<p>34. Community service leave Community service leave is provided for in the NES.</p>
<p>41. Public holidays</p> <p>41.1 Public holidays are provided for in the NES.</p> <p>41.2 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in the NES.</p>	<p>33. Public holidays</p> <p>33.1 Public holiday entitlements are provided for in the NES.</p> <p>33.2 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in the NES.</p> <p>33.3 For provisions in relation to part-day public holidays see Schedule F—2015 Part-day public holidays.</p>
<p>Part 7—Industry Specific Provisions</p> <p>42. Lift industry</p> <p>42.1 These special conditions apply to electrical and metal tradespersons and their assistants who perform work in connection with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators.</p> <p>42.2 Lift industry allowance</p> <p>(a) In addition to the weekly award rates specified in clause 19.1, employees must be paid an amount of 14.8% of the standard rate per week as a lift industry allowance in consideration of the peculiarities and disabilities associated with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators and in recognition of the fact that employees engaged in such work may be required to perform, and/or assist to perform, any of such work.</p> <p>(b) Apprentices must be paid the following proportion of the appropriate lift industry allowance as follows:</p>	<p>Part 9—Industry Specific Provisions</p> <p>40. Lift industry</p> <p>40.1 These special conditions apply to electrical and metal tradespersons and their assistants who perform work in connection with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators.</p> <p>40.2 Lift industry allowance</p> <p>(a) In addition to the weekly award rates specified in clause 19.1, employees must be paid an amount of \$113.21 per week as an all purpose lift industry allowance in consideration of the peculiarities and disabilities associated with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators and in recognition of the fact that employees engaged in such work may be required to perform, and/or assist to perform, any of such work.</p> <p>(b) Apprentices must be paid the following proportion of the appropriate lift industry allowance as follows:</p>

Year of apprenticeship	% of allowance	Year of apprenticeship	% of allowance
First year of apprenticeship	55	First year of apprenticeship	55
Second year of apprenticeship	65	Second year of apprenticeship	65
Third year of apprenticeship	75	Third year of apprenticeship	75
Fourth year of apprenticeship	90	Fourth year of apprenticeship	90
<p>(c) An employee in receipt of the lift industry allowance prescribed by clause 42.2(a) will not be entitled to any of the special rates prescribed in clause 22—Special rates.</p> <p>(d) An employee who is ordinarily engaged in the employer’s workshop and who, from time to time, is required to perform any of the work prescribed in clause 42.2(a) will, in respect of such work, be entitled to payment of a portion of the lift industry allowance in accordance with the provisions of clause 30—Higher duties.</p> <p>(e) An electrical tradesperson who has performed work away from a workshop in connection with the installation, major modernisation, servicing repairing, and/or maintenance of lifts and escalators for a period of not less than two years will be classified as Electrician special class.</p> <p>(f) The amounts specified in this clause will be paid for all purposes.</p>	<p>42.3 Conditions of employment</p> <p>The provisions of the award will apply to employees covered by this clause excepting the provisions of clauses 21.1, 21.3 and 21.11.</p>	<p>(c) An employee in receipt of the lift industry allowance prescribed by clause 40.2(a) will not be entitled to any of the special rates prescribed in clause 22—Special rates.</p> <p>(d) An employee who is ordinarily engaged in the employer’s workshop and who, from time to time, is required to perform any of the work prescribed in clause 40.2(a) will, in respect of such work, be entitled to payment of a portion of the lift industry allowance in accordance with the provisions of clause 19.11—Higher duties.</p> <p>(e) An electrical tradesperson who has performed work away from a workshop in connection with the installation, major modernisation, servicing repairing, and/or maintenance of lifts and escalators for a period of not less than two years will be classified as Electrician special class.</p> <p>(f) The amounts specified in this clause will be paid for all purposes.</p>	<p>40.3 Conditions of employment</p> <p>The provisions of the award will apply to employees covered by this clause excepting the provisions of clauses 21.1, 21.3 and 21.11.</p>
<p>43. Forepersons and supervisors</p> <p>43.1 Application</p> <p>These special conditions apply to forepersons and supervisors in the metal and engineering construction sector covered by this award, but do not apply to any employer employing fewer than 30 employees.</p>		<p>41. Forepersons and supervisors</p> <p>41.1 Application</p> <p>These special conditions apply to forepersons and supervisors in the metal and engineering construction sector covered by this award, but do not apply to any employer employing fewer than 30 employees.</p>	

43.2 Wages

(a) The weekly minimum wage rate for forepersons and supervisors will be as follows:

Classification	Supervision of three or more tradespersons, excluding leading hands	Supervision of other than three or more tradespersons, excluding leading hands
Foreperson/supervisor	The average of the weekly wage rates for 38 ordinary hours of work, including payments applicable from time to time to the tradespersons (excluding leading hands) supervised by a foreperson/supervisor plus \$135.33, or \$821.40, whichever is the greater.	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 \$103.86, or \$890.40, whichever is the greater, provided that where only juniors and/or apprentices are supervised, the minimum wage rate to be paid is \$890.40 per week.

41.2 Wages

(a) The weekly minimum wage rate for forepersons and supervisors will be as follows:

Classification	Supervision of three or more tradespersons, excluding leading hands	Supervision of other than three or more tradespersons, excluding leading hands
Foreperson/supervisor	The average of the weekly wage rates for 38 ordinary hours of work, including payments applicable from time to time to the tradespersons (excluding leading hands) supervised by a foreperson/supervisor plus \$135.33, or \$821.40, whichever is the greater.	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 \$103.86, or \$890.40, whichever is the greater, provided that where only juniors and/or apprentices are supervised, the minimum wage rate to be paid is \$890.40 per week.

<p>General foreperson/supervisor</p> <p>The highest weekly wage rate paid for 38 ordinary hours of work to a foreperson/supervisor supervised by a general foreperson/supervisor plus \$137.97, or \$799.20, whichever is the greater.</p> <p>The highest weekly wage rate paid for 38 ordinary hours of work to a foreperson/supervisor supervised by a general foreperson/supervisor or plus \$103.86, or \$871.60, whichever is the greater.</p> <p>(b) Employees paid the wage rates in clause 43.2(a) will not receive overtime payments, shift work premiums, special rates, meal allowances, allowances for travelling and board, motor allowances, first aid allowances and other additional amounts specified in clauses 25—Fares and travel patterns allowance, 24—Living away from home—distant work, and 22—Special rates.</p> <p>43.3 Payment of wages</p> <p>Wages may be paid in cash, by cheque, or into a bank account which is nominated by the employee.</p> <p>43.4 Contract of employment</p> <p>(a) The employer will, in writing, advise an employee covered by this award whether the contract of employment is on a weekly, fortnightly, bi-monthly, or monthly basis.</p> <p>(b) Once the basis of the contract of employment has been so advised, it will cover the period over which the wages are to be paid. The period of notice or payment instead of notice required to terminate the contract of employment will be that fixed in accordance with the contract of employment, subject to any notice required by the Act.</p> <p>43.5 Conditions of employment</p> <p>(a) The conditions of employment that apply to employees covered by this part will not be less favourable than those prescribed under this award.</p>	<p>General foreperson/supervisor</p> <p>The highest weekly wage rate paid for 38 ordinary hours of work to a foreperson/supervisor supervised by a general foreperson/supervisor plus \$137.97, or \$799.20, whichever is the greater.</p> <p>The highest weekly wage rate paid for 38 ordinary hours of work to a foreperson/supervisor supervised by a general foreperson/supervisor plus \$103.86, or \$871.60, whichever is the greater.</p> <p>(b) Employees paid the wage rates in clause 41.2(a) will not receive overtime payments, shiftwork premiums, special rates, meal allowances, allowances for travelling and board, motor allowances, first aid allowances and other additional amounts specified in clauses 25—Fares and travel patterns allowance, 24—Living away from home—distant work, and 22—Special rates.</p> <p>41.3 Payment of wages</p> <p>Wages may be paid in cash, by cheque, or into a bank account which is nominated by the employee.</p> <p>41.4 Contract of employment</p> <p>(a) The employer will, in writing, advise an employee covered by this award whether the contract of employment is on a weekly, fortnightly, bi-monthly, or monthly basis.</p> <p>(b) Once the basis of the contract of employment has been so advised, it will cover the period over which the wages are to be paid. The period of notice or payment instead of notice required to terminate the contract of employment will be that fixed in accordance with the contract of employment, subject to any notice required by the Act.</p> <p>41.5 Conditions of employment</p> <p>(a) The conditions of employment that apply to employees covered by this part will not be less favourable than those prescribed under this award.</p>
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<p>(b) Where it has been the custom to do so and the employer and employee agree, time off with pay may be taken instead of payment for overtime work, shift work, or work on Sundays or holidays. The amount of time taken is to be equivalent to the pay the employee would otherwise have received for working overtime.</p> <p>43.6 Definitions</p> <p>(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.</p> <p>(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) but shall not include site managers, nor departmental heads and the like.</p>	<p>(b) Where it has been the custom to do so and the employer and employee agree, time off with pay may be taken instead of payment for overtime work, shiftwork, or work on Sundays or holidays. The amount of time taken is to be equivalent to the pay the employee would otherwise have received for working overtime.</p> <p>41.6 Definitions</p> <p>(a) Foreperson/supervisor means 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.</p> <p>(b) General foreperson/supervisor means 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 41.6(a) but does not include site managers, departmental heads and the like.</p>
<p>Schedule A —Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule B —Classification Structure and Definitions</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule A—Classification Definitions</p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B—Summary of Hourly Rates of Pay</p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule C—Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p>
<p>Schedule C —School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule D—School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>

<p>Schedule D —National Training Wage</p> <p>Appendix D1: Allocation of Traineeships to Wage Levels</p> <p><i>Provision not reproduced</i></p>	<p>Schedule E—National Training Wage</p> <p><i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p><u>Link to comparison document</u></p>
<p>Schedule F —2014 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule F—2014 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>