

Australian Industry Group

4 YEARLY REVIEW OF MODERN AWARDS

Submission
Construction Awards
(AM2016/23)

15 SEPTEMBER 2017

Ai
GROUP

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CONSTRUCTION AWARDS

1. INTRODUCTION

1. The Australian Industry Group (**Ai Group**) makes this submission in relation to the Full Bench Statement of 17 August 2017 (**Statement**).
2. This submission outlines Ai Group's position on the provisional view expressed by the Full Bench regarding the *Building and Construction General On- Site Award 2010*.
3. In the Statement, the Full Bench has provisionally proposed clauses to replace clauses 20.1, 21, 22, 24.1-24.3 and 33 of the current Award.

2. TOOL AND EMPLOYEE PROTECTION ALLOWANCE – CLAUSE 20.1

4. The proposed clause 20.1, in paragraph (b), provides for new terms that extend the level of the entitlement for those employees categorised as “other employees”. Currently the Award, only provides a limited entitlement to tools and protective equipment to “other employees”. These are:
 - 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.
5. The current clause implies that employees are not provided or reimbursed for all tools and protective equipment. There is an implication that employees in the sector are to provide certain tools and not be reimbursed for their purchase or maintenance.
 6. The proposed terms in paragraph (b) of “*any other tools ...required for the performance of work*” and “*any tools ...required for the performance of work*” extends the entitlement to include compensation for the provision and maintenance of tools which would ordinarily be considered the employee’s responsibility to provide. This is not appropriate.
 7. Ai Group is also concerned that, in relation to the amendments that apply to tradespersons, there is no definition of “standard tools”. Without the clarity that exists in the current Award, there is a risk of disputes as to what tools are covered by the allowance, and what would be “any other tools” that need to be either provided or reimbursed.

3. ALLOWANCES – CLAUSE 21 AND 22

8. Ai Group has no objections to the categorisation of allowances as expense, disability and skill allowances.
9. However, we have a strong concern that abolishing the disability allowances and correspondingly increasing the industry allowance will create substantial cost increases for employers.
10. The Award should continue to provide for allowances applicable to persons who are subject to particular disabilities. Removing the disability allowances and incorporating them as part of the industry allowance would unfairly increase costs for most employers. This is not a matter of swings and roundabouts. Currently, employers pay for most of the allowances in clause 22 on an hourly basis, on the proviso that the specific disability applies to the work being undertaken and certain other express criteria apply.

11. To simply roll up the disabilities into an industry allowance will most likely lead to employers paying more.
12. The complication with undertaking this exercise, is that some allowances have different levels that apply depending of criteria. For example, the amount paid for the multi-storey allowance depends on the height of the building. In other instances, such as the Coffey Dam Worker Allowance, an employee “under air pressure” receives the allowance by agreement with the employer.
13. In other instances, such as the Refractory Bricklaying Allowance and the Air-conditioning Industry and Refrigeration Industry Allowance, the payment of the allowance is in lieu of paying specified special rates as set out in Clause 22 of the Award.
14. The categorisation of different industry allowances depending on sectors, does not resolve the issue. The disability allowances, particularly those contained in Section 22 of the Award, are specific to the work being undertaken. It is not the case that those allowances are always, or even often, paid.
15. Ai Group opposes the proposal to remove the disability allowances and create a new sector industry allowance which compensates for the removal of the disability allowance in question.

4. LIVING AWAY FROM HOME – DISTANT WORK ENTITLEMENT – CLAUSE 24.1-24.3

16. Ai Group has no objection to the proposed clause.

5. HOURS OF WORK – CLAUSE 33

17. Ai Group is concerned that the requirements in Clause 33(v) are onerous on employers and result in a loss of flexibility in the current Award. Employers currently can have employees work on the rostered day off without needing to provide 48 hours’ notice. This is particularly relevant if the requirement to work is in the case of unforeseen delays or an emergency.

18. As employees are being compensated for the change by the payment of penalties, the additional requirement to provide written notice of 48 hours is unnecessary and overly restrictive. It would impede employers in being able have work undertaken as required.

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