

CFMEU Proposed New Distant Work Clause

(NB - Clause numbering is based on the existing award and not the exposure draft.)

24. Living away from home—distant work

24.1 Qualification

- (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:
- (i) the employee is not in receipt of relocation benefits; and
 - (ii) the employee has provided the details of their usual place of residence, or any separately maintained address to the employer.
- (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.

24.2 Employee's address

- (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.
- (b) No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees. Provided that the employer will not unreasonably refuse any request by an employee to change their address.

24.3 Entitlement

- (a) Where an employee qualifies under clause 24.1 the employer will:
- (i) pay a living away from home allowance of \$700.00 per complete week. In the case of broken parts of the week the living away from home allowance will be \$100.00 per day. This allowance will be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed; or
 - (ii) provide the worker with reasonable board and lodging in a well kept establishment with three adequate meals each day; or
 - (iii) provide the worker with accommodation and pay the following allowances for meals each day:
 - Breakfast \$20.00

- Lunch \$20.00
- Dinner \$35.00

;or

- (iv) where employees are required to live in camp, provide all board and accommodation free of charge.
- (b) The accommodation provided will be of a reasonable standard having regard to the location in which work is performed, including the provision of :
- (i) a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities;
 - (ii) reasonable ablution/laundry, recreational and kitchen facilities, as well as reasonable external lighting and fire protection;
 - (iii) communication facilities including email and internet access, and mobile phone coverage or other radio or telephone contact where mobile coverage is unavailable.
- (c) Where the accommodation provided is in a camp type arrangement at a remote location for a specific construction project, an employee shall retain their own specific room for the duration of the time spent living away from home.

24.4 Messing system where employees are required to live in camp at any one site

- (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).
- (b) In camps over 30 people the employer must employ a camp attendant.

Camp attendant means an employee engaged for the purpose of maintaining a camp in a clean and hygienic condition.
- (c) In all camps the employer must provide labour for the purpose of maintaining the camp in a clean and hygienic condition.
- (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.

24.5 Camping allowance

An employee living in a construction camp where free messing is not provided must receive a camping allowance of \$ 262.50 for every complete week the employee is available for work. In the case of broken weeks, the camping allowance will be \$ 37.50 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.

24.6 Camp meal charges

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.

24.7 Travelling expenses

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:

(a) Forward journey

(i) An employee must:

- be provided with appropriate transport from the employee's usual place of residence to the job, or be paid the amount of a fare on the most appropriate method of public transport (including bus, economy air, taxi, and 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; and
- be paid the allowances set out in clause 23.3(a)(iii) for any meals incurred while traveling.

(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.

(b) Return journey

- #### **(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.

- (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.

(c) Travelling time calculations

For the purpose of this clause, travelling time will be calculated as the time taken for the journey from the main bus or rail terminal nearest the employee's usual place of residence to the locality of the work (or the return journey, as the case may be).

(d) Daily fares allowance

An employee engaged on a job who qualifies under the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) must be paid the allowance prescribed by clause 25 – Fares and travel patterns allowance.

(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

Where an employee is engaged on a job which qualifies the employee for the provisions of this clause and the duration of work on the job is scheduled for more than 2 months the employee will be entitled to rest and recreation in accordance with the following:

- (i) After each continuous 3 week period of work away from home the employee will be entitled to a period of 7 days unpaid rest and recreation leave at the employee's usual place of residence. The 7 day period will be exclusive of any days of travel from the job to the employee's usual place of residence and return to the job. On each occasion that the employee returns

to their usual place of residence they will be paid for travel expenses in accordance with clause 24.7(a), (b) and (c) above.

- (ii)** After 12 weeks continuous service (inclusive of periods of rest and recreation) the employee will be entitled to 2 days paid rest and recreation leave and an addition paid day of rest and recreational leave for each subsequent 12 weeks of continuous service.
- (iii)** Payment for leave and travel expenses will be made at the completion of the first pay period commencing after date of return to the job.
- (iv)** The provisions of clause 24.7(f)(i) do not continue to apply where the work the employee is engaged upon will terminate in the ordinary course within a further 28 days after the last period of rest and recreation leave.
- (v)** Service will be deemed to be continuous notwithstanding an employee's absence from work as prescribed in this clause.
- (vi)** Variable return home

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlement.
- (vii)** No payment instead

Payment of travel expenses and leave with pay as provided for in this clause will not be made unless utilised by the employee.
- (viii)** Alternative paid day off procedure

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.
- (ix)** Termination of employment

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.