

**The Timber Industry Award—Exposure Draft was first published on 29 September 2014. Subsequent amendments to the draft are as follows**

<b>Publication date</b>	<b>Reason for amendments</b>	<b>Clauses affected</b>
13 February 2019	<a href="#">Exposure Draft</a>	
29 January 2020	<a href="#">Exposure Draft</a>	
8 May 2020	<a href="#">[2019] FWCFB 8569</a> at [7] – [8]	Award title, 1.1, 5.1, 20.10
	<a href="#">[2020] FWCFB 1515</a> ; <a href="#">PR717674</a>	8.2, 12.5
	<a href="#">[2020] FWCFB 2124</a> at [451], [454], [458], [461], [468], [473], [479], [489], [502], [506]	2, 8.2, 16, 18.1, 18.4(a)(i), 19.5, 20.4(a)(ii), 22.12(a), 23.7(a)(i), 23.13, 28.11(b), 29.3
	<a href="#">[2020] FWCFB 1837</a> , <a href="#">PR718141</a>	Schedule X
	Administrative change made by Modern Awards team	16, 23.4(a)

## **Timber Industry Award 20~~20~~~~XX~~**

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Timber Industry Award 2010** (the Timber award) as at 29 October 2015 and incorporates award updates up to 8 April 2020. This exposure draft does not seek to amend any entitlements under the Timber award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/92](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

### **Table of Contents**

<b>Part 1— Application and Operation of this Award .....</b>	<b>4</b>
1. Title and commencement .....	4
2. Definitions .....	4
3. The National Employment Standards and this award .....	10
4. Coverage.....	10
5. Exclusions .....	13
6. Award flexibility .....	13
7. Requests for flexible working arrangements.....	15

8.	Facilitative provisions .....	16
<b>Part 2— Types of Employment and Classifications .....</b>		<b>17</b>
9.	Types of employment .....	17
10.	Full-time employees .....	17
11.	Part-time employees .....	17
12.	Casual employees .....	18
13.	Piecework and payment by results.....	22
14.	Fire fighting employees .....	25
15.	Apprentices .....	28
16.	Classifications.....	30
<b>Part 3— Hours of Work .....</b>		<b>30</b>
17.	Ordinary hours of work.....	30
18.	Rostering arrangements .....	31
19.	Breaks .....	33
<b>Part 4— Wages and Allowances .....</b>		<b>35</b>
20.	Minimum rates .....	35
21.	Payment of wages .....	40
22.	Wage-related allowances .....	42
23.	Expense-related allowances .....	45
24.	Accident Pay .....	50
25.	Superannuation .....	51
<b>Part 5— Overtime and Penalty Rates .....</b>		<b>52</b>
26.	Overtime .....	52
27.	Penalty rates and shiftwork arrangements .....	57
<b>Part 6— Leave and Public Holidays .....</b>		<b>60</b>
28.	Annual leave .....	60
29.	Personal/carer’s leave and compassionate leave .....	66
30.	Parental leave and related entitlements.....	67
31.	Community service leave.....	67
32.	Unpaid family and domestic violence leave .....	67
33.	Public holidays.....	68
<b>Part 7— Consultation and Dispute Resolution .....</b>		<b>70</b>
34.	Consultation .....	70
35.	Dispute resolution .....	71

Timber Industry Award 2020

36.	Dispute resolution procedure training .....	72
<b>Part 8— Termination of Employment and Redundancy .....</b>		<b>73</b>
37.	Termination of employment .....	73
38.	Redundancy .....	73
<b>Schedule A —Classification Definitions —General Timber Stream .....</b>		<b>75</b>
<b>Schedule B —Classification Definitions—Wood and Timber Furniture Stream .....</b>		<b>103</b>
<b>Schedule C —Classification Definitions —Pulp and Paper Stream .....</b>		<b>115</b>
<b>Schedule D —Summary of Hourly Rates of Pay .....</b>		<b>120</b>
<b>Schedule E —Summary of Monetary Allowances.....</b>		<b>127</b>
<b>Schedule F —School-based Apprentices .....</b>		<b>130</b>
<b>Schedule G —Supported Wage System.....</b>		<b>131</b>
<b>Schedule H —Piece Rates for Workers in Specified Districts.....</b>		<b>134</b>
<b>Schedule I —Agreement to Take Annual Leave in Advance .....</b>		<b>137</b>
<b>Schedule J —Agreement to Cash Out Annual Leave .....</b>		<b>138</b>
<b>Schedule K —Part-day public holidays.....</b>		<b>139</b>
<b>Schedule X —Additional Measures During the COVID-19 Pandemic .....</b>		<b>140</b>

## Part 1—Application and Operation of this Award

### 1. Title and commencement

Clause 1.1 updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8]

- 1.1 This award is the *Timber Industry Award 20~~20XX~~*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 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.

### 2. Definitions

Definition of ‘stand by’ updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [451]

In this award, unless the contrary intention appears:

**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 an indenture or training agreement as provided for in clause 15—Apprentices.

**afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.

**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.

**continuous work** means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least 6 consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**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).

**employee** means national system employee within the meaning of the [Act](#).

**employer** means national system employer within the meaning of the [Act](#).

**engine driver** means any person who operates or drives any engine or engines, the motive power of which is either steam, gas, oil, water, compressed air or electricity, and includes any person who is called upon in the ordinary course of their duty to do

engine driver's work other than simply stopping or starting an engine under the supervision of an engine driver.

**estimator** means an employee who has served an apprenticeship to any of the building trades or as a draughtsperson who is engaged in preparing cutting lists of timber for use in the manufacture of building components from builders, architects, or other plans.

**examiner** (Timber tradesperson—Level 5 or above) means an employee who is capable of using all measuring equipment and who is sufficiently versatile to examine and check any kind of product normally produced. They may be called upon to work under supervision but are not expected to exercise discretion and are only required to accept or reject those articles which conform or fail to conform to clearly defined standards.

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

**glazier** means an employee who is called upon to cut plate, sheet, figured, rolled and other flat glass, also structural glass, and to glaze and fit into wood and/or steel and/or metal and to fix structural glass.

**greaser or oiler** means any person substantially engaged in greasing or oiling any engine, machinery or shafting.

**head faller** means an employee who selects timber for falling, exercises supervision over 2 or more other fallers and/or who sharpens fallers' saws used in bush operations.

**inspector** (Timber tradesperson—Level 6 or above) means a tradesperson who is engaged to inspect components or finished products whilst in production or upon completion as to their conformity with a specific standard of quality and accuracy and who is authorised to exercise and does exercise discretion to pass components which may not conform to that standard.

**irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

**leading hand** means an employee who, while working, has charge or control of any adult person or persons not apprentices and who has been appointed by the employer to take such charge or control. This definition does not apply to engine drivers, firemen or greasers.

**machinist A grade** (Timber tradesperson—Level 5) means a tradesperson wood machinist who has served the prescribed apprenticeship to wood machining as set out in this or previous awards, or an adult by reason of training for 4 years or more and experience is, at the time of engagement or subsequent thereto, deemed by the employer to be capable and is willing to perform the work of a tradesperson wood machinist. Work which will include the work of operating and setting up and/or grinding the knives and cutters of any of the following machines upon which the employee is employed notwithstanding that the employee may not be called upon to perform all such work:

- (a) automatic profile sander;

## Timber Industry Award 2020

- (b) shaper who works freehand or automatic shaper (other than grooving and/or slotting in box and case making);
- (c) bolt's carver;
- (d) buzzer and/or jointer (using other than straight knives and cutters);
- (e) crossgrainer;
- (f) cabinetmaker;
- (g) chair frame maker;
- (h) computerised automatic 2 dimensional dividing and squaring saw;
- (i) double edgebander and/or double ended tenoner;
- (j) edgebander;
- (k) dowel machine (multiple type);
- (l) drum sander (4 or more drums);
- (m) general joiner;
- (n) lindemann gluer and jointer;
- (o) longitudinal grooving machine;
- (p) lock angle machine;
- (q) mosaic flooring machine (other than assembling machine);
- (r) moulder;
- (s) multi-headed boring machine, with 3 or more bits;
- (t) panel line machine;
- (u) planer—3 heads or more (other than box);
- (v) planer, box (4 heads or more);
- (w) polisher including a person who is responsible for the setting up and operation of a curtain coating machine;
- (x) sets up and operates any programmed and/or computerised high output wood machine not mentioned herein;
- (y) responsible person in charge of radio frequency gluing equipment and radio frequency gluing operations;
- (z) router, working freehand;
- (aa) shaper (other than grooving and/or slotting in box and case making);
- (bb) spoke throater;

**Timber Industry Award 2020**

- (cc) tenoner (using scribing irons, other than an automatic tenoner);
- (dd) upholsterer who is capable of and does spring canvas, first and second stuff cover finish;
- (ee) trusser or crozier;
- (ff) variety turning on lathes other than automatic lathes;
- (gg) v-grooving machine;
- (hh) v-line folding machine;
- (ii) vinyl or melamine laying machine;
- (jj) wood chipper;
- (kk) wood carver; and
- (ll) wood turner who grinds cutters and/or sets up and operates or who works freehand and a turner who sets up and operates a copying or automatic lathe.

An employee operating any of the following machines: automatic shaper; bolt's carver; buzzer and/or jointer; general jointer; lindeman gluer and jointer; and a router will be a **machinist A grade** notwithstanding such employee does not set up and/or grind the knives and cutters.

**machinist B grade** means an adult employee other than a tradesperson, operating and setting up and/or grinding the knives or cutters of any of the following machines:

- (a) automatic lathe;
- (b) band and/or jig saw (other than sawmilling);
- (c) belt sander and bobbin sander;
- (d) belt sander on veneers;
- (e) borer (3 or more spindles);
- (f) buzzer and/or jointer (using straight knives or cutters);
- (g) circular saw;
- (h) copying lathe;
- (i) dovetailer;
- (j) dowel machine (single type);
- (k) drum sander (double or triple drums);
- (l) end matcher, finger jointer and all other male and female profile machines;
- (m) glue jointer and/or automatic dowel driving machine;
- (n) mechanical cutting veneer guillotine and veneer press

## Timber Industry Award 2020

- (o) microplaner;
- (p) morticer (chain or hollow chisel of any kind or any other);
- (q) panel line machine;
- (r) planer (one or 2 heads) other than box;
- (s) planer, box (less than 4 heads);
- (t) pole scarfing (including operator of such machine who also operates a pole boring or pole capping machine);
- (u) radial head using saws or cutters in the making of component parts for pre-cut buildings or of roof trusses or any other form of trusses;
- (v) relisher;
- (w) router (working from templates, dies, jigs or fences);
- (x) sets up and operates a tenoner, other than double ended tenoner;
- (y) shaper (grooving and/or slotting in box and case making);
- (z) slicer (box);
- (aa) spiking machine (incisor);
- (bb) thicknesser;
- (cc) timber bending machine;
- (dd) v-grooving machine;
- (ee) v-line folding machine;
- (ff) vinyl or melamine laying machine;
- (gg) wood chipping machine (other than log chipper); and
- (hh) wood wool machine.

**measurer** means an employee who measures and records dimensions and number of pieces of sawn timber.

**millwright** means a tradesperson engaged in installing and/or maintaining machinery.

**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 [Act](#).

**night shift** means any shift finishing after midnight and at or before 8.00 am.



**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.

**order** means the demand of a customer or of the employer, or someone on the employer's behalf, to the orderperson for an expressed size and class or expressed sizes and classes of timber.

**ordinary hourly rate** means the minimum hourly rate for an employee's classification specified in clause 20—Minimum rates plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes.

**rostered shift** means a shift of which the employee concerned has had at least 48 hours' notice.

**sawbenches classifications:**

- (a) **breaking down bench** includes a circular saw, a band saw, twin saws, horizontal saw or vertical frame saw when any of such saws is used for the purposes of reducing a log to flitches;
- (b) **no. 1 bench** means any bench which takes flitches from the breaking down bench;
- (c) **no. 2 bench** means any bench which is fed directly from a no. 1 bench or an edger sawbench, and which is not being used as a picket bench within no. 4 bench;
- (d) **no. 3 bench** means any bench which is fed directly from a no. 2 bench and which is not being used as a picket bench within no. 4 bench; and
- (e) **no. 4 bench** means a bench on which timber is cut into pickets, lathes, droppers, palings, staves or other small sizes which do not exceed 7.6 cm by 3.8 cm by 2.7 metres or the equivalent in section by 2.7 metres.

**saw doctor** means an employee who may be required to manufacture from blank ribbon steel band saws of varying widths and who punches teeth, grinds teeth, swages and sets, hard tips teeth, tensions and levels circular saws, grinds, sharpens and sets circular saws, maintains chainsaw chains, hand saws and frame saws and who when required, is responsible for the training of other employees.

**saw sharpener** means an employee who sharpens, sets and tensions saws only, using either hand or automatic grinding equipment, file setting lever and setting gauge saw sharpener.

**standard rate** means the minimum weekly rate for a Level 5 in clause 20—Minimum rates.

**stand-by** means all times between 10.00 am and 6.00 pm on a Saturday, Sunday or public holiday during which period a fire fighting employee will be available, either at home or at such other place as is mutually agreed between the employer and the employee, in readiness for an immediate call to work (except for the times as provided in clause 14.3(p)(iv)).

**timber tradesperson millwright—special class** means an employee who installs, repairs and maintains complex machinery and equipment including machinery which utilises hydraulic or pneumatic principles and who in the course of such work is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems; who has completed appropriate training as described in the classification descriptions of this award.

**training agreement** means an agreement for a Career Start Traineeship that is registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory legislation.

### **3. The National Employment Standards and this award**

- 3.1** The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2** Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3** The employer must ensure that copies of this 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.

### **4. Coverage**

- 4.1** This industry award covers employers throughout Australia in the industry sectors described in clause 4.2 and to the work and persons performing such work as listed in the skill grade structures, as described in clause 2—Definitions. Without limiting the scope of this award it applies to the types of work listed in clause 4.2 in the forest and building products, manufacturing and merchandising, and pulp and paper sectors and persons performing such work or employed in connection with the following work, to the exclusion of any other modern award.
- 4.2** The following activities are arranged in industry sectors for ease of use. In reality each sector may overlap and include any or all activities from other sectors.

#### **(a) Harvesting and forestry management sector**

- (i)** Harvesting timber, processing of harvested timber, operating any machinery or vehicle in connection with harvesting, lifting, processing and transporting timber.
- (ii)** Routine maintenance of equipment or vehicle.
- (iii)** Preparation of forest for harvesting operations, maintenance of forest during harvesting and activities associated with the rejuvenation of forest during and after harvesting operations, where carried out by employers engaged in harvesting operations.
- (iv)** General forestry and forest management work where carried out by employers engaged in harvesting operations.

**(b) Milling and processing sector**

- (i) Processing of logs and other forms of raw timber into building timber and other value-added products in timber mills, factories, merchant's premises and other locations.
- (ii) Processing includes lifting, sorting, stacking, storing, warehousing transporting, debarking, sawing, dressing, drying, machining, laminating, jointing, chipping, treating and carrying out any grading, labelling and clerical functions associated with processing.
- (iii) Operation of any machinery used in processing or in connection with processing including plant and infrastructure and any maintenance associated with such machinery, plant or infrastructure.
- (iv) Assembling and construction of products from processed timber.
- (v) Supervision, co-ordination and planning of the processing activities and processing infrastructure.

**(c) Panel products sector**

- (i) Manufacturing of boards, panels or veneer from timber and timber products.
- (ii) Handling, sorting, stacking, lifting, treating, cutting, pressing, gluing, edging, trimming, painting, laminating and processing in any manner, board, panel or veneer.
- (iii) Transporting and storing board, panels or veneer.
- (iv) Operating and maintaining any or all machinery associated with board, panel or veneer manufacture including manufacturing plant and infrastructure.
- (v) Planning, setting-up and assembling products from board, panel or veneer and associated components.

**(d) Manufacturing sector**

- (i) All activities listed in the milling and processing sector in clause 4.2(b).
- (ii) Machining timber in any manner to produce components and articles.
- (iii) Planning, setting-up and assembling wood components and associated attachments into products.
- (iv) Painting and glazing products.
- (v) Manufacturing frames, trusses, doors, windows and other building products or components from wood or timber.
- (vi) Measuring, estimating, designing and manufacturing products for building and other purposes.

(vii) Manufacturing wooden sporting goods including for cricket, hockey, lacrosse, polocrosse, billiards and/or badminton.

(viii) Cabinet making, wood machining, wood turning, wood carving, finishing, polishing, upholstering and other work carried out in or in connection with preparing, packing, assembling, manufacturing repairing or fixing, whether new or second hand any article of furniture including inbuilt and caravan furniture, chairs and seating, picture frames, musical instruments and toys; where any of the foregoing are made of wood or timber, manufactured wood or timber products; and any other product made from wood.

**(e) Merchandising and retailing sector**

(i) All activities listed in the manufacturing sector in clause 4.2(d).

(ii) Displaying, demonstrating, preparing, handling, providing advice and selling timber and timber related products, hardware and building products in wholesale and timber merchant/retail outlets.

(iii) Activities associated with the importing and wholesaling of timber products.

(iv) Calculating and processing customer orders and dealing with customers generally.

**(f) Pulp and paper sector**

The manufacture, process and supply of: pulp and recycled pulp; plastic materials where obtained from the wood and cooking chemicals derived from the manufacture, processing and supply of pulp and recycled pulp; paper, including paper board, strawboard, paper bags or any similar commodity, brown papers, copy paper, envelope grade paper, hardboard paper, kraft paper, linerboard, publication and printing papers, sackcraft, security papers, watermark papers, fruit trays, egg cartons, wine trays, paper towel, facial tissue, toilet tissue, paper napkins, printed tissue products (including printed and laminated) where printing and conversion occurs in conjunction with the processing of pulp for tissue manufacture.

**4.3** Reference to timber and/or wood in this award without in any way limiting the ordinary meaning of the words, will also include any artificial, laminated or manufactured material now in existence or hereafter coming into existence from whatever materials made or constructed or manufactured, which is or can be used in the place of wood or timber and worked in a similar manner as wood or timber.

**4.4** This award covers any employer which supplies labour on an on-hire basis in the industry sectors described in clause 4.2 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 those industry sectors. Clause 4.4 operates subject to the exclusions from coverage in this award.

**4.5** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry sectors and/or parts of those industry sectors set out at clause 4.2 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 in clause 4.2 are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.

## 5. Exclusions

Clause 5.1 updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8].

**5.1** The award does not cover employers and employees covered by the following awards:

- (a) *Silviculture Award 2020*;
- (b) *Graphic Arts, Printing and Publishing Award 20~~20~~~~XX~~*;
- (c) *Road Transport and Distribution Award 2020*; or
- (d) *Road Transport (Long Distance Operations) Award 2020*.

**5.2** This award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

**5.3** 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.

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.

## 6. Award flexibility

**6.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;

- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under clause 6 can only be entered into after the individual employee has commenced employment with the employer.

**6.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**6.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**6.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [section 144\(4\)](#), which are reflected in the requirements of clause 6.8, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [section 145](#) of the [Act](#)).

- 6.9 The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a) subject to 4 weeks' notice of termination.
- 6.10 The right to make an agreement pursuant to clause 6 is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## 7. Requests for flexible working arrangements

### 7.1 Employee may request change in working arrangements

Clause 7 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 7 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 7 is an addition to section 65.

### 7.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

### 7.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

### 7.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

### 7.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 7, can be dealt with under clause 35—Dispute resolution.

## 8. Facilitative provisions

Clause 8.2(a) deleted as a result of [\[2020\] FWCFB 1515](#); [PR717674](#).

Clause 8.2(h) updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [489].

**8.1** 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 the majority of employees in the enterprise or part of the enterprise concerned.

**8.2** Facilitative provisions in this award are contained in the following clauses:

~~clause 12.5(j)—Variation of the casual conversion 6 month eligibility period;~~

- (a) clause 13.1(g)—Measurement of logs;
- (b) clause 17.2(c)—Ordinary hours and roster cycles—day workers;
- (c) clause 17.3(c)—Ordinary hours and roster cycles—shiftworkers;
- (d) clause 18.4(b)(i)—Substitute days;



- (e) clause 19.2—Alteration of meal breaks;
- (f) clause 19.4(a)(iii)—Outside ordinary hours;
- (g) clause 21.1—Period of payment;
- (h) clause 23.13(b)—Travelling allowance—bushworkers other than pieceworkers;
- (i) clause 26.3(a)(iv)—Shiftwork payments for overtime;
- (j) clause 26.15—Time off instead of payment for overtime
- (k) clause 27.3(b)(vi)—Payment for ordinary shifts;
- (l) clause 28.3—Conversion to hourly entitlement;
- (m) clause 28.11—Annual leave in advance;
- (n) clause 28.13—Cashing out of annual leave; and
- (o) clause 33.2—Substitution of public holidays by agreement.

## **Part 2—Types of Employment and Classifications**

### **9. Types of employment**

**9.1** Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) piecework (see clause 13—Piecework and payment by results); or
- (d) casual.

### **10. Full-time employees**

**10.1** A full-time employee is engaged to work 38 hours per week.

**10.2** Full-time employees are employed by the week.

### **11. Part-time employees**

**11.1** A part-time employee:

- (a) is engaged to work less than an average of 38 ordinary hours per week; and
- (b) has a regular pattern of hours.

**11.2** Before commencing part-time employment, the employee and employer must agree upon the hours to be worked by the employee, the days upon which they will be worked and the starting and finishing times for the work.

- 11.3** The terms of the part-time work and any agreed variation will be recorded in writing and retained by the employer. The employer will provide a copy of the agreement and any variation to it to the employee.
- 11.4** An employer is required to roster a regular part-time employee for a minimum of 3 consecutive hours on any shift.
- 11.5** A part-time employee will be paid at the minimum hourly rate for the grade of work performed.
- 11.6** Subject to clause 11, all of the provisions of this award will apply to a part-time employee.

## **12. Casual employees**

Clause 12.5 updated as a result of [\[2020\] FWCFCB 1515](#); [PR717674](#)

- 12.1** A casual employee is an employee who is engaged and paid as a casual employee.
- 12.2** A casual employee engaged for a part of any day will be entitled to a minimum of 4 hours' pay per day whether the casual employee is required to work for 4 hours or not.
- 12.3 Casual loading**
- For each hour worked, a casual employee must be paid:
- (a) the ordinary hourly rate; and
  - (b) a loading of **25%** of the ordinary hourly rate,
- for the classification in which they are employed.
- 12.4** A casual employee who works in excess of the ordinary hours fixed for day workers in clause 17.2 will be paid at the appropriate overtime rate provided in clause 26—Overtime based on their ordinary rate of pay (including the loading provided for in clause 12.3).

### **12.5 Right to request casual conversion**

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.**
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.**
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.**
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have**

their employment converted to part-time employment consistent with the pattern of hours previously worked.

- (e) Any request under clause 12.5 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 12.5(b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 35—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 12.5, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clause 11—Part-time employees.

- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 12.5.
- (n) Nothing in clause 12.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in clause 12.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 12.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 May 2020, an employer must provide such employees with a copy of the provisions of clause 12.5 by 1 August 2020.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 12.5(p).

~~12.5 — Casual conversion to full-time or part-time employment — Wood and Timber Furniture Stream~~

- ~~(a) A casual employee, other than an irregular casual employee, who is engaged under the Classifications in the Wood and Timber Furniture Stream of this Award and who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 6 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.~~
- ~~(b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 12.5 within 4 weeks of the employee having attained such period of 6 months. The employee retains their right of election under clause 12.5 if the employer fails to comply with clause 12.5(b).~~
- ~~(c) Any such casual employee who does not, within 4 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.~~
- ~~(d) Any casual employee who has a right to elect under clause 12.5(a), on receiving notice under clause 12.5(b) or after the expiry of the time for giving such notice, may give 4 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 4 weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.~~

- ~~(e) — Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.~~
- ~~(f) — If a casual employee has elected to become and been converted to full-time or part-time employment in accordance with clause 12.5(d), the employer and employee must, subject to clause 12.5(d), discuss and agree on:
  - ~~(i) — which form of employment the employee will convert to, being full-time or part-time; and~~
  - ~~(ii) — 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 set out in clause 11 — Part-time employees.~~~~
- ~~(g) — 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 between the employer and employee.~~
- ~~(h) — Following such agreement being reached, the employee converts to full-time or part-time employment.~~
- ~~(i) — Where, in accordance with clause 12.5(d) 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.~~
- ~~(j) — 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 12.5(a) as if the reference to 6 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 2 months prior to the period of 6 months referred to in clause 12.5(a).~~
- ~~(k) — For the purposes of clause 12.5, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.~~
- ~~(r) — An employee must not be engaged and re-engaged to avoid any obligation under this award.~~

### 13. Piecework and payment by results

#### 13.1 Piecework—General Timber Stream

(a) **Definition**

A **piecworker** is an employee who is not a weekly employee but who is engaged to work away from the employer’s mill, yard or other place of business in or in connection with felling, snigging, hauling or other obtaining of logs, billets, chips or other timber at rates of remuneration depending only on the amount of work performed, irrespective of the hours or times concerned.

(b) **Remuneration**

Subject to Schedule H—Piece Rates for Workers in Specified Districts, the remuneration payable to a piecworker will be fixed by agreement between the employee and the employer at rates which would enable an employee of average capacity to earn, for an ordinary week’s work, not less than **25%** above the appropriate weekly base rate for the class of work performed.

(c) **Chainsaw and other additional costs**

(i) Piecworkers who, with the agreement of the employer, supply, operate and maintain their own chainsaws will be reimbursed for the supply of that equipment as per clause 13.1.

(ii) Piecworkers will be reimbursed for all costs incidental to and directly connected with piecework in one of the following methods as agreed between the employer and the employee concerned:

- incorporating the costs into the piecework rate;
- by calculating the costs and applying an additional flat rate or percentage rate to the piecework rate; or
- by reimbursement of the actual amount involved.

(d) Only the following clauses of this award apply to piecworkers:

Clause title	Clause number
Fire fighting	14
Payment of wages	21
Protective clothing, footwear and covering	23.7
Annual leave	28
Personal leave/carer’s leave and compassionate leave	29
Dispute resolution	35
Termination of employment	37

**(e) Shifting haulers**

Pieceworkers will be paid at the award rate plus **25%** for time occupied shifting haulers from one landing to another except in cases where the piecework rates are arranged to include time occupied in shifting haulers.

**(f) Sleepers—loading and turning**

When sleepers are being inspected whilst they are being loaded into trucks by pieceworkers and, at the request of the employer or of a government inspector or of the buyer, the sleepers are turned for inspection or reinspection, the loaders will receive turning rates whilst turning sleepers and loading rates whilst loading those sleepers.

**(g) Measurement of logs**

All logs felled or hauled at piecework rates will be measured or weighed at the mill landing or elsewhere by agreement. Particulars of the logs so measured or weighed will be given to the pieceworker at least once a fortnight unless otherwise agreed upon by the employer and employee. These particulars will set out the name of the mill supplied, the name of the employee, the date, the brand, the length, the girth or the weight or the cubic meterage of those logs scaled according to the prevailing practice.

**(h) Subsistence allowance**

**(i)** The employer will make every reasonable effort to ensure that the logs are not unduly delayed by stockpiling in the bush. Where logs are stockpiled in excess of 14 days in the bush the pieceworkers affected may be paid, by agreement, a subsistence allowance based on the estimated tonnage of the logs in the pieceworkers' pile agreed to between the pieceworkers and the employer.

**(ii)** If the actual tonnage turns out to be greater than or less than the estimated tonnage after weighing, an adjustment will be made for the differences in the employee's next pay or otherwise as agreed to between the employer and the employee concerned.

**(i) Royalty payment**

Where the employee obtaining the timber pays royalty on behalf of the employer, the employer will reimburse the royalty to the employee in addition to piecework rates.

**(j) Payslips**

The employer will supply in writing to each piecework employee the following information:

**(i)** tonnes cut—saw log—pulp log;

**(ii)** classification;

**(iii)** gross pay;

- (iv) the nature and amount of all allowances paid;
  - (v) the nature and amount of all deductions;
  - (vi) taxation;
  - (vii) net pay;
  - (viii) adjustments;
  - (ix) conversion factor tonnes/metre;
  - (x) date of payment; and
  - (xi) any leave entitlements.
- (k) **Base rate of pay**
- (i) The base rate of pay in relation to entitlements under the [NES](#) for an employee on a piecework rate is the minimum rate in clause 20—Minimum rates for the employee’s classification level.
  - (ii) The full rate of pay in relation to entitlements under the [NES](#) for an employee on a piecework rate is the minimum rate in clause 20—Minimum rates for the employee’s classification level plus a loading of **25%**.
- (l) **Pieceworker reimbursement**
- All pieceworkers will be reimbursed for all costs incidental to and directly connected with piecework in one of the following methods as agreed between the employee and employer concerned:
- (i) incorporating the costs into the piecework rate;
  - (ii) by calculating the costs and applying an additional flat rate or percentage rate to the piecework rate; or
  - (iii) by reimbursement of the actual amount involved. Such amount will be a minimum of **9.6%** of the [standard rate](#).

### 13.2 Payment by results—Wood and Timber Furniture Stream

- (a) An employer may remunerate any of their employees, engaged under the classifications in the Wood and Timber Furniture Stream, under any system of payment by results based on rates which would enable a worker of average capacity working under conditions to earn at least **12.5%** in excess of the appropriate minimum weekly rate prescribed by this award for an adult employee.
- (b) An employee remunerated pursuant to clause 13.2 will, if ready, willing and available to work during the ordinary hours of the week, receive at least the weekly rate prescribed by this award for the class of work being performed.



- (c) All employees working under a system of payment by results and doing the same operation in a factory or workshop will be paid the same by results rate whether they are adults, apprentices or juniors.
- (d) The base rate of pay in relation to entitlements under the [NES](#) for an employee on a piecework rate is the minimum rate in clause 20.1(b) for the employee's classification level.
- (e) The full rate of pay in relation to entitlements under the [NES](#) for an employee on a piecework rate is the minimum rate in clause 20.1(b) for the employee's classification level plus a loading of **12.5%**.

## **14. Fire fighting employees**

**14.1** Employees who are required by the employer to fight bushfires will be employed in accordance with the conditions set out in clause 14.2.

**14.2** Where relevant State/Territory legislation determines conditions for employees who are required to fight bushfires under the control of a State/Territory forest authority conditions will be in accordance with that legislation and not in accordance with the conditions set out in clause 14.2.

### **14.3 Conditions of fire fighting**

#### **(a) Retention of classification**

An employee will retain the classification upon which they were employed immediately prior to the outbreak of a bushfire, provided that the employer may for the purpose and during any period of bushfire fighting operations specifically assign an employee to another classification for which a higher rate is prescribed.

#### **(b) Normal hours of work**

The weekly total of hours at ordinary time will not exceed an average of 38 per week in a cycle of 4 weeks.

#### **(c) Work periods**

The minimum work period will be 8 consecutive hours and will be deemed to have been worked on the day on which the greater part of the work period has occurred. A work period can only be terminated by a rest period of a minimum of 8 hours.

#### **(d) Rest period**

(i) Except during the prescribed emergency period, an employee will receive a minimum rest period of 8 consecutive hours off duty between the engagement on 2 successive work periods. If an employee is required to remain on duty for a work period in excess of 16 hours, the employee will, at the conclusion of the work period, be entitled to be paid 8 hours at ordinary rates as a paid rest period.

- (ii) After a rest period of a minimum of 8 hours, a new work period will be deemed to commence.
- (iii) If a rest period whilst engaged on fire fighting exceeds 16 hours, the new work period is deemed to commence at the expiration of the first 16 hours of such rest period.

**(e) Overtime**

- (i) All time worked on any day, Monday to Friday (including time worked prior to fire fighting work) will be paid for at the ordinary hourly rate for the first 8 hours, at **150%** of the ordinary hourly rate for the next 2 hours and at **200%** of the ordinary hourly rate thereafter.
- (ii) The rate will revert to ordinary time when the employee has received a rest period of 8 hours.

**(f) Saturday work**

All time worked by an employee on a Saturday will be paid for at **150%** of the ordinary hourly rate for the first 2 hours and at **200%** of the ordinary hourly rate thereafter.

**(g) Sunday and public holiday work**

All time worked by an employee on a Sunday will be paid for at **200%** of the ordinary hourly rate, and for all time worked on a public holiday at **250%** of the ordinary hourly rate.

**(h) Payment for time spent travelling**

All time spent by an employee proceeding to and from a bushfire at the direction of the employer will be counted as time worked.

**(i) Meal intervals**

All meal intervals not exceeding 45 minutes' duration will be counted as time worked.

**(j) Meals**

The employer will reimburse each employee the cost of providing 3 meals per day. Where an employee is required to work at night the employer will reimburse each employee the cost the employee incurs to supply suitable provisions at reasonable intervals as agreed between the employer and the employee. This allowance will not apply where the employer provides the usual 3 meals per day and provides suitable provisions at reasonable intervals as agreed between the employer and the employee.

**(k) Camping allowance**

An employee required to camp will be paid in accordance with clause 23.5.

**(l) Camping facilities allowance**

When employees are camped, the employer will reimburse all employees any reasonable amount spent to provide for adequate sleeping and messing facilities.

This allowance does not apply where the employer, so far as is reasonably practicable, provides adequate sleeping and messing facilities as agreed between the employer and the employee.

**(m) Footwear and clothing**

An employee engaged in fire fighting will be reimbursed for safety footwear and clothing in accordance with clause 23.7.

**(n) Hourly employees**

Hourly employees will be paid at the minimum hourly rate.

**(o) Resumption of normal duties**

(i) Each employee who has been engaged in fire fighting will be entitled, upon the cessation of fire fighting work and prior to the resumption of normal duties, to a clear break of 8 hours without loss of pay for recognised working time occurring during the break.

(ii) This provision will not apply with respect to any bush fire fighting operations commenced and completed between the hours of 7.00 am and 3.00 pm.

**(p) Stand-by**

(i) **Stand-by** means all times between 10.00 am and 6.00 pm on a Saturday, Sunday or public holiday during which period an employee will be available either at home or at such other place as is mutually agreed between the employer and the employee in readiness for an immediate call to work (except for the times as provided in clause 14.3(p)(iv)).

(ii) Whenever an employee is advised that the employee is required to be on stand-by, payment for stand-by will be made unless the employee is notified by 3.00 pm on the last normal working day on which the employee worked that the employee is not required to be on stand-by. Where an employee is advised that the employee is required to be on stand-by on a weekend, a minimum payment of one day stand-by will be made.

(iii) An employee required by the employer to stand-by will be paid **\$8.73** per hour. If the employee is called upon to perform fire fighting work on any day that the employee is on stand-by, the employee will be paid for all time worked at the appropriate prescribed rate in addition to any entitlement for stand-by performed on that day.

(iv) During the period in which daylight saving is in force, an employer may on any normal weekday, Monday to Friday inclusive, which has a high fire danger rating, place an employee on stand-by at the cessation of the normal working time for that day.

- (v) Notification that an employee is required to go on stand-by will be made prior to the cessation of work for the day and/or the employee's departure from the place where the employee normally ceases work for the day. Payment will be made from the normal time of cessation of work at the rate as provided in clause 14.3(p)(iii).

## **15. Apprentices**

### **15.1 Supervision and training**

An employer will ensure that each apprentice has appropriate arrangements made at an enterprise level to meet the apprentices' training requirements and adequate access to and supervision from tradespersons has been arranged.

### **15.2 Apprenticeship committees**

Apprenticeship arrangements not covered by this award will be as per the requirements of the appropriate State/Territory authority or commission. This includes form and registration of indenture. Apprenticeship arrangements may also be determined by agreement by the industry training advisory body at a national level or between the Industrial parties by establishing a committee at a state level in conjunction with the appropriate state authority or commission.

### **15.3 Period of apprenticeship**

The term of apprenticeship is determined by the rate by which an apprentice gains the required competence and the starting level of competence of the apprentice. 4 years is a general guide but an apprenticeship will end once an apprentice displays the competency required by the apprenticeship indentures or the appropriate State apprenticeship authority or commission.

### **15.4 Overtime and public holiday rates**

- (a) An employer requiring an apprentice to work overtime will pay the apprentice double the rates for such overtime, except where the apprentice is engaged in the Wood and Timber Furniture Stream of this Award in which case the employer shall pay the apprentice standard overtime rates as provided elsewhere in this award. No apprentice, regardless of which Stream of this Award they are engaged in, will be required to work overtime for more than 8 hours in any one week, or more than 16 hours in any 4 weeks, and provided that such overtime will not prevent the apprentice attending any technical school.
- (b) If the apprentice is willing to work and the employer desires to employ the apprentice on a public holiday, then the employer may do so, but will pay the apprentice double time and a half for such work. The work on such public holidays will not exceed the ordinary hours of work and will not be included in the calculation of 8 and 16 hours in clause 15.4(a).

### **15.5 Travel payment for 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 clause 15.5 will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (b) For the purposes of clause 15.5(a) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of clause 15.5(a), excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (c) The amount payable by an employer under clause 15.5(a) 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.

#### **15.6 Payment of fees and textbooks**

- (a) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (b) An employer may meet its obligations under clause 15.6(a) by paying any fees and/or cost of textbooks directly to the RTO.

#### **15.7 Other apprentice conditions of employment**

- (a) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (b) Time spent by an apprentice in attending any training and/or 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. Clause 15 operates subject to the provisions of Schedule F—School-based Apprentices.
- (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 training consistent with their training contract.

## 16. Classifications

Clause 16.1 updated to incorporate changes resulting from [\[2020\] FWCFCB 2124](#) at [454].

Administrative change to the structure (deleting “16.1”) made by Modern Awards team – change not tracked

The definitions of the classification levels in clause 20—Minimum , are contained in Schedule A—Classification Definitions —General Timber Stream, Schedule B—Classification Definitions—Wood and Timber Furniture Stream and Schedule C—Classification Definitions —Pulp and Paper Stream.

## Part 3—Hours of Work

### 17. Ordinary hours of work

**17.1** Maximum weekly hours and requests for flexible working arrangements are provided for in the [NES](#).

#### 17.2 Ordinary hours and roster cycles—day workers

- (a) Ordinary hours of work shall be an average of 38 per week and will be worked between the hours of 6.30 am and 6.00 pm Monday to Friday in one of the following manners:
  - (i) 38 hours within a work cycle of one week;
  - (ii) 76 hours within a work cycle of 2 weeks;
  - (iii) 114 hours within a work cycle of 3 weeks; or
  - (iv) 152 hours within a work cycle of 4 weeks.
- (b) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the establishment concerned.
- (c) Where agreement exists the ordinary hours of work can be worked on any day of the week, Saturday and Sunday inclusive.
- (d) The ordinary hours of work for a part-time employee will be in accordance with clause 11—Part-time employees. The ordinary hours of work for a casual employee will be in accordance with clause 12—Casual employees.

#### 17.3 Ordinary hours and roster cycles—shiftworkers

- (a) The ordinary hours of work for a full-time shiftworker are an average of 38 hours per week.
- (b) Different methods of working shifts may apply to various groups or sections of employees in the establishment concerned.
- (c) Where agreement exists ordinary hours can be worked on any day of the week, including Saturday and/or Sunday.

- (d) Clause 27.2 provides for shiftwork arrangements.

#### 17.4 Ordinary hours—watchpersons

- (a) A watchperson may be employed on the basis of 152 hours in a 4 week cycle provided that not more than 48 hours may be worked in any one week or 80 hours in a fortnight without payment for overtime.
- (b) Clause 17.2 will not apply to a watchperson.

### 18. Rostering arrangements

Clauses 18.1 and 18.4(a)(i) updated to incorporate changes resulting from [\[2020\] FWCFCB 2124](#) at [458] and [461].

#### 18.1 Rostered days, or shifts, off

- (a) Notwithstanding provisions elsewhere in this award and subject to clause 34.2, the employer and the majority of affected employees may agree to establish a system of rostered days off to provide that an employee may elect, with the consent of the employer to:
- (i) take a rostered day, or shift, off at any time;
  - (ii) take rostered days, or shifts, off in part day amounts; or
  - (iii) accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to reasonable notice by the employee or the employer.

(b) Clause 18.1(a) is subject to the employer informing each union which has members employed at the particular enterprise of its intention to introduce an enterprise system of rostered day off flexibility and providing a reasonable opportunity for the union to participate in negotiations.

~~(b)~~(c) Once a decision has been taken to introduce a system of rostered day off flexibility, in accordance with clause 18.1, its terms must be set out in the time and wages records.

~~(e)~~(d) An employer must record rostered day off arrangements in the time and wages record each time this provision is used.

#### 18.2 Notice of rostered days, or shifts, off

In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered day, or shift, off during the work cycle, such employee must be advised by the employer at least 4 weeks in advance of the day, or shift, to be taken off by written notice posted by the employer on the notice board.

#### 18.3 Flexibility in relation to rostered days, or shifts, off

By agreement between the employer and an employee, rostered days or shifts, off may be accumulated up to a maximum of 5 days or shifts, and may be taken in a manner

agreed upon between the employer and the employee prior to the first of such days accumulating.

#### **18.4 Rostered days or shifts off—substitute days or shifts**

##### **(a) Rostered day off not to coincide with public holiday**

- (i)** In cases where, by virtue of the arrangement of the ordinary hours of work, the employee is entitled to a day, or shift, off during the work cycle, the weekday to be taken off must not coincide with a public holiday fixed in accordance with the [NES](#) or clause 33—Public holidays~~31—Community service leave~~.
- (ii)** Provided that, in the event that a public holiday is prescribed after an employee on shiftwork has been given notice of a rostered shift off in accordance with clause 18.2 and the public holiday falls on such shift the employer will allow the employee to take an alternative shift off instead.
- (iii)** An employee working continuous shiftwork who by the arrangement of ordinary hours of work is entitled to a rostered shift off which falls on a public holiday prescribed by the [NES](#), or clause 33—Public holidays will at the discretion of the employer, be paid **20%** of the ordinary weekly rate of pay for that day or have an additional day added to the annual leave entitlement. This provision will not apply when the public holiday on which the employee is rostered off falls on a Saturday or Sunday.

##### **(b) Substitute days**

- (i)** An employer and an individual employee, or the employer and a majority of affected employees, may agree to substitute the day the employee or affected employees are to take off during a work cycle for another day.
- (ii)** An apprentice who is required to attend trade school on a rostered day off will be entitled to a substitute day as soon as practicable following the attendance at trade school.

##### **(c) Work on a rostered day, or shift, off**

Unless a rostered day off is substituted for another day off in accordance with clause 18.4, work performed on the rostered day off will be paid in accordance with clause 26—Overtime.

#### **18.5 Rostered days off and averaging of pay**

For enterprises implementing a system of rostered days off based on a 19 day month consistent with clause 18.5 or in an enterprise where rostered days off based on a 19 day month exist the following system of averaging pay will apply:

- (a)** Averaging of pay over 4 weeks for all ordinary hours worked so that in the week during which an employee takes a rostered day off there is no reduction in pay.
- (b)** Under this system each person works 8 ordinary hours of work each day for 19 days in any 4 week cycle. An amount of pay equivalent to 0.4 hours of pay is held over for each day an employee is at work or absent from work on paid leave



such as personal leave, workers compensation, bereavement leave, jury service or public holidays. This amount will be used to pay for the rostered day off during the week the employee takes a rostered day off.

### **18.6 Make-up time**

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

- (a) an employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award;
- (b) an employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.

## **19. Breaks**

Clause 19.5 updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [468].

### **19.1 Meal breaks—ordinary hours**

- (a) Employees will be allowed an unpaid lunch break of one hour or other time as may be agreed.
- (b) An employee must not be required to work more than 5 ordinary hours without a meal break.

### **19.2 Alteration of meal breaks**

In any establishment where the ordinary hours of work are worked on the basis of 4 days of 8 ordinary hours each and one day of 6 ordinary hours in a weekly work cycle, the employer and the majority of affected employees may agree that the 6 ordinary hour day may be worked without a meal break.

### **19.3 Payment for work done during meal breaks**

- (a) All work done during an employee's meal break must be paid for at **200%** of the ordinary hourly rate.
- (b) All work done after the time for the meal break until a meal break is allowed must be paid at:
  - (i) for employees in the Pulp and Paper Stream—**200%** of the ordinary hourly rate; or
  - (ii) for all other employees—**150%** of the ordinary hourly rate.

**19.4 Crib time**

**(a) Outside ordinary hours**

- (i) An employee working overtime on the instruction of the employer will be allowed crib time without deduction of pay if the employee continues to work after the crib time, after working overtime in the following circumstances:

<b>Stream</b>	<b>Number of continuous hours of overtime worked</b>	<b>Length of crib time</b>
Pulp and Paper Stream employees	After 4 hours	20 minutes
All other employees	After 4.5 hours	20 minutes

- (ii) Unless the period of overtime is 2 hours or less, an employee must be allowed a meal break after working ordinary hours and before starting overtime, which will be paid for at ordinary rates. The length of the meal break is:

<b>Stream</b>	<b>Length of meal break</b>
Pulp and Paper Stream employees	30 minutes
All other employees	20 minutes

- (iii) An employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand; provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes, or 30 minutes in the case of a worker in the Pulp and Paper Stream.

**(b) Saturdays**

- (i) An employee working overtime on a Saturday will be allowed crib time without deduction of pay if the employee continues work after such crib time after working overtime in the following circumstances:

<b>Stream</b>	<b>Number of continuous hours of overtime worked</b>	<b>Length of crib time</b>
Pulp and Paper Stream employees	After 4 hours	20 minutes
All other employees	After 4.5 hours	20 minutes

- (ii) However, where a day worker on a 5 day week is required to work overtime on a Saturday the first prescribed crib time will, if occurring between 10.00 am and 1.00 pm, be paid at ordinary rates.

**(c) Sundays and public holidays**

- (i) An employee working overtime on a Sunday or public holiday will be allowed crib time without deduction of pay if the employee continues work after such crib time, after working overtime in the following circumstances:

Stream	Number of continuous hours of overtime worked	Length of crib time
Pulp and Paper Stream employees	After 4 hours	30 minutes
All other employees	After 4.5 hours	20 minutes

- (ii) However, where a day worker is required to work on a Sunday or public holiday the first prescribed crib time will, if occurring between 10.00 am and 1.00 pm, be paid at ordinary rates.

**19.5 Paid crib breaks—continuous work**

Where a shift roster provides for continuous work over 24 hours of the day, a 20 minute paid crib break will be allowed to shiftworkers each shift and will be counted as time worked. The crib break will be taken at a time and in a method agreed upon between the employer and the individual employee or majority of affected employees so as to meet the needs of the establishment.

**19.6 Determination of next meal break**

A meal break will not be regarded as time worked for the purpose of determining when the next meal break falls due.

**19.7 Minimum break after overtime**

Breaks after overtime will be provided in accordance with clause 26.10.

**Part 4—Wages and Allowances**

**20. Minimum rates**

Clause 20.4(a)(ii) updated to incorporate changes resulting from [\[2020\] FWCFCB 2124](#) at [473].

Clause 20.10 updated to incorporate changes resulting from [\[2019\] FWCFCB 8569](#) at [7] – [8].

- 20.1** An employer must pay adult employees the following minimum rates for ordinary hours worked by the employee (not including penalties and allowances):

**Timber Industry Award 2020**

**(a) General Timber Stream**

<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
Level 1	740.80	19.49
Level 2	762.10	20.06
Level 3	791.30	20.82
Level 4	818.50	21.54
Level 5	862.50	22.70
Level 6	889.50	23.41
Level 7	941.10	24.77

**(b) Wood and Timber Furniture Stream**

<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
Level 1	740.80	19.49
Level 2	762.10	20.06
Level 3	791.30	20.82
Level 4	818.50	21.54
Level 4A	832.30	21.90
Level 5	862.50	22.70
Level 6	889.50	23.41
Level 7	941.10	24.77

**(c) Pulp and Paper Stream**

<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
Level 1	778.60	20.49
Level 2	805.50	21.20
Level 3	821.90	21.63
Level 4	837.90	22.05
Level 5	862.50	22.70
Level 6	889.50	23.41
Level 7	916.60	24.12

**Timber Industry Award 2020**

<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
Level 8	941.10	24.77
Level 9	968.10	25.48

NOTE: See Schedule D—Summary of Hourly Rates of Pay of pay for a summary of rates of pay, including overtime and penalty rates.

**20.2 Apprentices (other than saw doctor apprentices)**

- (a) The minimum rates for ordinary hours worked by apprentices (other than saw doctor apprentices) who commenced before 1 January 2014 are as follows:

<b>Year of apprentice</b>	<b>% of award rate for Level 5</b>
First	50
Second	60
Third	75
Fourth	90

- (b) The minimum rates for ordinary hours worked by apprentices (other than saw doctor apprentices) who commenced on or after 1 January 2014 are as follows:

<b>Year of apprentice</b>	<b>% of award rate for Level 5 for apprentices who have not completed year 12</b>	<b>% of award rate for Level 5 for apprentices who have completed year 12</b>
First	50	55
Second	60	65
Third	75	75
Fourth	90	90

**20.3 Saw doctor apprentices**

- (a) The minimum rates for ordinary hours worked by saw doctor apprentices who commenced before 1 January 2014 are as follows:

<b>Year of apprentice</b>	<b>% of award rate for Level 6</b>
First	50
Second	60
Third	75
Fourth	90

- (b) The minimum rates for ordinary hours worked by saw doctor apprentices who commenced on or after 1 January 2014 are as follows:

Year of apprentice	% of award rate for Level 6 for apprentices who have not completed year 12	% of award rate for Level 6 for apprentices who have completed year 12
First	50	55
Second	60	65
Third	75	75
Fourth	90	90

- (c) Where an apprentice is under the age of 21 years on the expiry of the apprenticeship, the apprentice will be paid at not less than the adult ordinary hourly rate prescribed for the skill level on which the employee is employed.

## 20.4 Adult apprentices

### (a) Adult apprentices in the Wood and Timber Furniture Stream

- (i) The minimum weekly rates of pay for adult apprentices who commenced before 1 January 2014 are the following percentages of the minimum weekly rate for the adult classification of Level 5 in clause 20.1(b).

Year of apprentice	% of level 5 minimum weekly rate
First	83.5
Second	88.3
Third	93.4
Fourth	98.5

- (ii) The minimum weekly rates of pay for adult apprentice who commenced on or after 1 January 2014 will be either the relevant percentage of the level 5 rate in the table below, the rate prescribed by clause 20.2 or 20.3 for the relevant year of the apprenticeship, or, in the case only of adult apprentices in the second or subsequent years of their apprenticeship, the rate for the lowest adult classification in clause 20.1(a), whichever is the greater.

Year of apprentice	% of <del>Level level 5</del> <u>minimum weekly rate</u> <del>adult ordinary</del> <u>hourly rate</u>
First	83.5
Second	88.3
Third	93.4
Fourth	98.5

- (iii) A person who has been employed by an employer under this award for at least 6 months as a full-time employee or 12 months as a part-time or regular and systematic casual employee immediately prior to entering into

a training agreement as an adult apprentice with the employer, must not suffer a reduction in their minimum rate by virtue of entering into the training agreement. For the purpose only of fixing a minimum rate, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 20.1(b) in which the adult apprentice was engaged immediately prior to entering into the training agreement.

**(b) Adult apprentices other than those in the Wood and Timber Furniture Stream**

- (i) The minimum rate of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be **80%** of the relevant Level 5 rate, or the relevant rate prescribed by clauses 20.2 or 20.3 for the relevant year of the apprenticeship, whichever is the greater.
- (ii) The minimum rate of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest relevant adult classification in clause 20.1(a), or the relevant rate prescribed by clauses 20.2 or 20.3 for the relevant year of the apprenticeship, whichever is the greater.
- (iii) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum rate by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least 6 months as a full-time employee or 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum rate, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 20 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

**20.5 Unapprenticed juniors**

The minimum rates for ordinary hours worked by unapprenticed juniors are the following percentages of the ordinary hourly rate for the adult classification of Level 2, for the classification stream in which the apprentice is employed.

Age	% of Level 2 award rate
	%
16	40
17	55
18	70
19	85
20	100

## 20.6 Adjustment of rates for apprentices and juniors

Rates will be calculated in multiples of **\$0.05**, amounts of **\$0.02** or less being taken to the lower multiple and amounts in excess of **\$0.02** being taken to the higher multiple.

## 20.7 School based apprentices

For school-based apprentices, see Schedule F—School-based Apprentices.

## 20.8 Higher duties

- (a) An employee engaged for more than 2 hours during one day or shift on duties carrying a higher rate than the ordinary classification of that employee, will be paid the higher rate for such day or shift. If engaged for 2 hours or less during one day or shift the employee will be paid the higher rate for the time so worked.
- (b) For the purpose of clause 20.8, the work carrying a higher rate need not be performed during a continuous period but will be based on the aggregate of the time worked during a particular day or shift.
- (c) Where an employee is transferred, without having received at least 7 days' written notice, to a grade of work carrying a lower rate than that at which the employee is usually employed, the employee will be paid at the higher rate until the 7 day notice period if provided would have expired.

## 20.9 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule G—Supported Wage System.

## 20.10 National training wage

- (a) Schedule E to the [Miscellaneous Award 2020XX](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 2020XX](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 2020XX](#) is to be read as referring to the *Timber Industry Award 2020XX* and not the [Miscellaneous Award 2020XX](#).

## 21. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### 21.1 Period of payment

- (a) Except as provided by clause 21.1(b), wages will be paid either weekly or fortnightly, either according to the:
  - (i) actual ordinary hours worked each week or fortnight; or
  - (ii) average number of ordinary hours worked each week or fortnight



- (b) If the employer and majority of affected employees agree, wages may be paid 3 weekly, 4 weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.

**21.2 Method of payment**

- (a) Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.

**21.3 Payment of wages on termination**

- (a) Upon termination of the employment:
  - (i) after the prescribed period of notice of termination has been given by either the employer or the employee; or
  - (ii) where the period of notice is dispensed with in accordance with the provisions of clause 38—Redundancy,

all monies which are legally due must be paid to the employee at the usual place of payment within 15 minutes of the ceasing time on the day of termination of the employment. Provided that, if the usual place of payment is in the bush, then such payment must be made within 30 minutes of the usual ceasing time on the day of the termination of employment at the usual place of payment.

- (b) Should the employment be otherwise terminated the employer may retain any monies legally due to the employee no later than the expiration of the pay period.

**21.4 Day off coinciding with pay day**

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

**21.5 Wages to be paid during work hours**

- (a) Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.
- (b) If an employee is paid wages by cash and is kept waiting for their wages on pay day after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept waiting.

**21.6 Absences from duty under an average system**

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following is to apply:

- (a) the employee will accrue a credit for each day they work ordinary hours in excess of the daily average;

- (b) the employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service; and
- (c) an employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.

## 22. Wage-related allowances

Clause 22.12(a) updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [479].

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**22.1** Employers must pay to an employee the wage-related allowances the employee is entitled to under clause 22.

NOTE: See Schedule E—Summary of Hourly Rates of Pay for a summary of monetary allowances and method of adjustment.

### 22.2 All-purpose allowances

Allowances paid for **all purposes** are 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. The following allowances are paid for all purposes under this award:

- (a) forest work allowance (clause 22.3); and
- (b) low loader allowance (clause 22.4).

### 22.3 Forest work allowance

- (a) A forest work allowance of **\$27.60** per week is payable to an employee (other than a pieceworker) who is working in forests.
- (b) This allowance will be paid for all purposes of this award.
- (c) This allowance compensates for all disabilities encountered in this type of work (including difficult terrain and dense undergrowth) whilst so engaged.

### 22.4 Low loader allowance

- (a) An allowance of **\$1.47** per each additional complete tonne over 43 tonnes GCM is payable to an employee when driving a low loader.
- (b) This allowance will be paid for all purposes of this award.

**22.5 Leading hands**

A leading hand will be paid at the following amounts in addition to the rates prescribed in clause 20—Minimum rates:

- (a) **\$28.46** per week for supervising 2 to 6 employees; or
- (b) **\$43.99** per week for supervising more than 6 employees.

**22.6 Cleaning of boilers and associated equipment allowance**

An allowance of **\$1.73** per hour is payable to an employee who is engaged in cleaning and/or scraping work inside an incinerator or kiln, the gas or water space of any boiler, flue or economizer, cleaning inside enclosed hot wells and/or associated hot water storage tanks, evaporators, de-aerators or precipitators, and/or in removing and cleaning caps on headers of a water-tube boiler.

**22.7 Repairs inside boilers and associated equipment allowance**

An allowance of **\$1.29** per hour is payable to an employee who is engaged on alterations and/or repairs inside an incinerator or lime-kiln, the gas or water space of any boiler, flue, precipitator or economizer.

**22.8 Additional allowances for engine drivers/firemen**

- (a) The following allowances are payable to an engine driver or fireman in the following circumstances:

<b>Engine driver/fireman</b>	<b>Allowance</b>	<b>Payable</b>
	<b>\$</b>	
In charge of plant	36.23	per week
Cleaner, greaser or oiler, under supervision of engine driver, who stops or starts engine	36.23	per week
Driver, where 2 or more fork-lifts or cranes engaged on one lift	3.45	per day

- (b) Except as to dragline excavators and tractors these additional rates will not be cumulative to the extent of increasing the minimum rate of an employee above the classification Level 5.

**22.9 First aid allowance**

A first aid allowance of **\$17.25** per week is payable to an employee where an employee holds a certificate as a first aid attendant for each week in which 3 days or more have been worked. This amount will be payable in addition to any amounts paid for annual leave, personal leave and public holidays provided that this allowance will not be subject to any premium or penalty additions.

**22.10 Charred timber**

Employees handling or cutting charred timber will be paid a daily allowance of **\$6.04** per day in addition to their ordinary rate of pay when the disabilities associated with handling or cutting such timber are unusually dirty or objectionable.

### 22.11 Dirty work allowance

A dirty work allowance of **\$2.85** per day is payable to an employee who performs work which the employer agrees is of an unusually dirty or offensive nature. Provided that only one payment will be made in respect of the work during any one day or shift.

### 22.12 Wet places allowance

- (a) ~~An employee working in any place where clothing or boots become saturated, whether by water, oil or otherwise, will receive an allowance of \$0.52 whilst so engaged. An allowance of \$0.52 per part of day or shift is payable to an employee who is required to work in any place where clothing or boots become saturated, whether by water, oil or otherwise, for the part of the day or shift as they are required to work in wet clothing or boots.~~
- (b) This allowance is not payable to an employee who is provided with suitable and effective protective clothing and/or footwear by the employer.

### 22.13 Hot work allowance

- (a) The following allowances are payable to an employee who is working for more than one hour:
- (i) **\$0.52** per hour for work in the shade in a place where the temperature is between 46°C and 54°C; or
  - (ii) **\$0.86** per hour for work in a place where the temperature exceeds 54°C.
- (b) Where an employee is working in the conditions described in clause 22.13(a)(ii) for more than one hour, the employee is also be entitled to 15 minutes rest after every one hour's work without deduction of pay.

### 22.14 Cold places allowance

- (a) An allowance of **\$0.52** per hour is payable to an employee who works for more than one hour in a place where the temperature is below 0°C.
- (b) Where such work continues for more than 2 hours, the employee is also entitled to a rest period of 20 minutes, after every 2 hours of work, without deduction of pay.

### 22.15 Confined spaces allowance

An allowance of **\$0.69** per hour or part thereof is payable to an employee who is working in a confined space (e.g. a compartment space) or where the dimensions necessitate the employee to work in a stooped or cramped position or work without proper ventilation.

### 22.16 Height money allowance

An allowance of **\$1.73** per day or shift or part thereof is payable to an employee who is required to work:

- (a) at a height of or over 9 metres directly above the nearest horizontal plane; or

- (b) on a suspended scaffold or boatswain's chair at any height,

## 23. Expense-related allowances

Clauses 23.7(a)(i) and 23.13 updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [482] and [489] respectively.

Administrative change made by Modern Awards team at clause 23.4(a).

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 23.1** Employers must pay to an employee the expense-related allowances the employee is entitled to under clause 23.

NOTE: See Schedule E—Summary of Hourly Rates of Pay for a summary of monetary allowances and method of adjustment.

### 23.2 Vehicle allowance

- (a) A vehicle allowance of **\$0.78** per kilometre is payable to an employee who, by agreement with the employer, uses the employee's own motor vehicle for work purposes.
- (b) Where an employee uses the employee's own motor vehicle with the approval of the employer for travelling to and from a job away from the usual place of work, the vehicle allowance is payable to the employee for the distance by which the trip exceeds the distance that the employee normally travels in going to and from the usual place of work.

### 23.3 Meal allowance—overtime

- (a) A meal allowance **\$14.70** per meal is payable to an employee who is required to work overtime for 2 hours or more, and for each subsequent 4 hours of overtime where the employee is required to continue working after each 4 hours, unless:
- (i) the employee was notified the previous day of the requirement to work the overtime and, where applicable, that the amount of overtime to be worked would necessitate a second or subsequent meal;
  - (ii) the employer supplies the meal or subsequent meals; or
  - (iii) the employee lives in the same locality as their place of employment and can reasonably return home for meals.
- (b) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the meal allowance is payable to the employee for the meal or meals provided.

### 23.4 Tool allowances

- (a) The following classes of employees supplying their own tools (except dogs and cramps of all descriptions, augers of all sizes, bits not normally used in brace,

and all hammers except claw hammers, all of which will be supplied by the employer), will receive the following tool allowance:

Class	Allowance	<u>Payable</u>
	\$	
Millwright	4.92 <del>per week</del>	<u>per week</u>
Utility person	3.80 <del>per week</del>	<u>per week</u>

- (b) In respect of furnishing employees:
- (i) a tool allowance of **\$14.97** per week is payable to tradespersons for supplying and maintaining tools ordinarily required for the performance of their work as a tradesperson; and
  - (ii) such tools will be insured by the employer against loss by theft or fire up to a maximum of **\$741.69**.

### 23.5 Camping allowance

A camping allowance of **\$24.84** per day is payable to an employee who is required by the employer to camp for each working day on which the employee camps up to a maximum of **\$173.92** per week.

### 23.6 Damage to clothing, tools and other items

- (a) Subject to clauses 23.6(b) and 23.6(c), an employee will be compensated for the extent of any damage sustained in the course of work to clothing, tools, spectacles, hearing aids and dentures by fire or corrosive substance.
- (b) The employer's liability in respect of tools will be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.
- (c) Clause 23.6 will not apply to an employee who is entitled to compensation under any workers' compensation or any other [Act](#) in respect of damage to clothing or tools, spectacles, hearing aids and dentures.

### 23.7 Protective clothing, footwear and covering allowance

- (a) **Allowance for the supply of clothing**
  - (i) Where an employee is required to wear protective clothing and equipment covered by this award, the employer must reimburse the employee for the cost of purchasing that clothing and equipment.
  - (ii) The provisions of clause 23.7(a) do not apply where the employer pays for the clothing and equipment.
  - (iii) Before any clothing is provided by an employer free of cost to an employee, the employee may be required to sign a document in which they give an undertaking that on termination of employment, the clothing and/or equipment will be returned to the employer.
  - (iv) The employer may observe a probationary period of 3 months' employment before the issue of protective clothing. The issue of this

clothing and/or equipment will be considered to be the initial issue and further issues to be on the anniversary of appointment or on a wear and tear basis.

- (v) The wearing of protective clothing and/or equipment will be a condition of employment, except in special cases where individual physical disabilities preclude wearing a standard issue.

**(b) Safety footwear allowance**

- (i) Except where safety footwear is provided by the employer or clause 23.7(b)(ii) applies, the employer will reimburse the cost of one pair of safety boots/shoes to each employee (including a fire fighting employee) and thereafter the cost of such footwear on a replacement basis.
- (ii) The terms of clause 23.7(b) will not apply to an employee in circumstances where by the relevant legislation or applicable safety standard the nature of work performed by the employee does not warrant the wearing of safety footwear.

**(c) Case hardened glasses allowance**

Where required by an employee (including a fire fighting employee), the employer will reimburse the employee the cost of having the employee's prescription lenses case hardened.

**(d) Protective gloves allowance**

Where an employee (including a fire fighting employee) is performing manual tasks, such as the handling of timber, metal, cable or other materials, the employer will reimburse such employees for the cost of protective gloves, except where the gloves are provided by the employer.

**(e) Special transport of injured allowance**

In the event of an injury to an employee requiring medical attention that cannot be provided by the employer or on the employer's premises, the employer will reimburse the employee the cost of transporting such employee to the nearest hospital or doctor at which or by whom the employee is to be treated, if such transport is not provided by the employer.

**23.8 Travelling expenses**

**(a) Change of residence**

A weekly employee:

- (i) engaged in one locality to work in another; or
- (ii) sent, other than at the employee's own request, from the employee's usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,

will be reimbursed, whilst necessarily travelling between such localities, for expenses for a period:

- (iii) not exceeding 3 months; or
  - (iv) in cases where the employee is in the process of buying a place of residence in the new locality, for a period not exceeding 6 months.
- (b) Reimbursement of expenses will cease after the employee has taken up permanent residence at the new location.

(c) **Expenses while on distant work**

A weekly employee sent from the usual locality to another and who is required to remain away from the employee's usual place of residence will, whilst necessarily travelling between such localities, be reimbursed expenses whilst so absent from the usual locality.

(d) **Definition of expenses**

For the purpose of clause 23.8, **expenses** means:

- (i) all fares reasonably incurred;
- (ii) reasonable expenses incurred whilst travelling will include the meal allowance as prescribed in clause 23.3; and
- (iii) an allowance to cover the cost incurred for reasonable board and lodging.

**23.9 Work away from usual place of employment allowance**

An employee who on any day or from day to day is required to work at a job away from the employee's usual place of work will at the direction of the employer attend for work at such place at the usual starting time and will be reimbursed for any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and usual place of work.

**23.10 Travelling allowance—daily travel**

A weekly employee (other than a bushworker) who on any day or from day to day is required to work at a job away from the employee's usual place of work will:

- (a) at the direction of the employer, attend for work at such place at the usual starting time; and
- (b) for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from home to the employee's usual place of work and returning) be paid for such time spent travelling:
  - (i) at the ordinary hourly rate on Monday to Saturday;
  - (ii) at **150%** of the ordinary hourly rate on Sundays and public holidays.
- (c) The maximum travelling time to be paid for will be:
  - (i) 12 hours out of every 24 hours; or
  - (ii) where a sleeping berth is provided by the employer for all night travel, 8 hours out of every 24.



**23.11 Travelling allowance—change of residence**

- (a) A weekly employee (other than a bushworker):
  - (i) engaged in one locality to work in another; or
  - (ii) sent, other than at the employee's own request, from the employee's usual locality to another for employment which can reasonably be regarded as permanent; and
  - (iii) involving a change of residence,
- (b) will be paid travelling time whilst necessarily travelling between such localities for a period:
  - (i) not exceeding 3 months; or
  - (ii) in cases where the employee is in the process of buying a place of residence in the new locality, for a period not exceeding 6 months.

**23.12 Travelling allowance—distant work**

- (a) A weekly employee (other than a bushworker) sent from the usual locality to another (in circumstances other than those prescribed in clause 23.10) and who is required to remain away from the employee's usual residence will be paid travelling time whilst necessarily travelling between such localities.
- (b) The rate of pay for travelling time will be the employee's ordinary hourly rate, except on Sundays and public holidays when it will be **150%** of the employee's ordinary hourly rate.
- (c) The maximum travelling time to be paid for will be:
  - (i) 12 hours out of every 24 hours; or
  - (ii) where a sleeping berth is provided by the employer for all night travel, 8 hours out of every 24.

**23.13 Travelling allowance—bushworkers other than pieceworkers**

- (a) Each employee in the bush will have a fixed starting place which will be the existing starting place.
- (b) New starting places in the bush will be fixed by agreement between the employer and the employees, as per clause 35—Dispute resolution.
- (c) When an employee has a fixed starting point in the bush the employee will be paid at ordinary rates for all time occupied in travelling between the starting place and the work and for all the time in excess of half an hour back from the work to the starting point.
- ~~(a) Each employee in the bush will have a fixed starting place which will be the existing starting place.~~
- ~~(b) An employer and the employee may agree to a new starting place in the bush.~~

~~(e)(d) When an employee has a fixed starting point in the bush the employee will be paid at the employee's ordinary hourly rate for all time occupied in travelling between the starting place and the work and for all the time in excess of half an hour back from the work to the starting point.~~

#### 23.14 Training and skill development allowances

- (a) Where it is agreed that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay. The employer must not unreasonably withhold such paid training leave. This will not prevent the employer and employee(s) agreeing to paid leave for other relevant training. Any entitlement to payment for training undertaken in accordance with clause 23.14 is subject to prior approval of the training by the employer before the training commences.
- (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- (c) Travel costs incurred by an employee undertaking training required by the employer which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.
- (d) Clause 23.14 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 15 and not clause 23.14.

### 24. Accident Pay

- 24.1 Should an employee, in either the General Timber Stream or the Pulp and Paper Stream of this Award, meet with an accident at the place of employment and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation presently in force in the States and areas covered by this Award, such employee shall have the amount received by way of compensation increased by the employer to the amount of the usual weekly rate of pay (not including over award payments, shift loadings or overtime) payable to the employee under this Award.
- 24.2 The payment made by the employer shall be limited to a maximum period of 39 weeks in the case of an employee in the General Timber Stream, and 52 weeks in the case of an employee in the Pulp and Paper Stream.
- 24.3 For the purpose of clause 24 **place of employment** for a weekly employee, or a casual employee, shall include travelling directly from or to their place of employment.
- 24.4 Casual employees' accident pay shall be based on the number of hours worked per week over the last month, with the present employer, or if less than one month the average for the time worked. The amount to be paid is the usual weekly rate of pay

including the casual loading prescribed by clause 12.3 of this Award but not including over award payments, shift loadings or overtime.

- 24.5** If an employee entitled to accident pay under clause 24 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.

## **25. Superannuation**

### **25.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **25.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **25.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 25.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 25.3(a) or 25.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 25.3(a) or 25.3(b) was made.

### **25.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation

contributions provided for in clause 25.2, and pay the amount authorised under clauses 25.3(a) or 25.3(b), to one of the following superannuation funds or its successor:

- (a) FIRSTSUPER;
- (b) AustralianSuper;
- (c) CareSuper;
- (d) AustSafe Super;
- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

## 25.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.3(a) or 25.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
  - (ii) the employee remains employed by the employer.

## Part 5—Overtime and Penalty Rates

### 26. Overtime

#### 26.1 Definition of overtime

- (a) All time worked by employees outside the spread of hours prescribed in clause 17—Ordinary hours of work, or in excess of the ordinary daily number of hours prescribed in clause 17—Ordinary hours of work will be overtime.
- (b) A part-time employee who works in excess of the daily hours fixed by agreement between the employer and the employee will be paid at overtime rates.

## 26.2 Payment for working overtime

- (a) All overtime worked by day workers will be paid for at the rate of:
  - (i) **150%** of the ordinary hourly rate for the first 2 hours; and
  - (ii) **200%** of the ordinary hourly rate thereafter.
- (b) For the purpose of clause 26.2 ordinary hours will mean the hours fixed in an establishment in accordance with clause 17—Ordinary hours of work.
- (c) When computing overtime each day's work will stand alone.
- (d) When computing overtime the hourly rate will be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 hours per week.

## 26.3 Shiftwork payments for overtime

- (a) All overtime worked by shiftworkers will be paid as follows:
  - (i) If on continuous work, **200%** of the ordinary hourly rate.
  - (ii) If on other than continuous work, **150%** of the ordinary hourly rate for the first 2 hours on any one day and **200%** of the ordinary hourly rate thereafter.
  - (iii) Shiftwork payments for overtime do not apply when the time is worked:
    - by arrangement between the employees themselves; or
    - for the purpose of effecting the customary rotation of shifts.
  - (iv) Subject to the following provisions, time off instead of payment for overtime, Sunday and public holiday work may be taken by an employee. The amount of time off will be calculated on the basis of the appropriate penalty rate. The time period off will be taken during ordinary working hours within one month of the work being performed. This alternative to the payment of penalty rates will only apply by agreement between the employer and the employee concerned.
- (b) Provided that when not less than 8 hours' notice has been given to the employer by a reliever that the employee will be absent from work and the employee who should be relieved is not relieved and is required to continue to work on the rostered day off, the unrelieved employee will be paid **200%** of the ordinary hourly rate.

## 26.4 Pulp and Paper Stream—payment for shiftworkers working overtime

For all work outside the ordinary hours, or in excess of the normal duration of the shift, overtime will be paid to a shiftworker at the rate **200%** of the ordinary hourly rate, except in cases where such time is worked by arrangement between the employees themselves. Provided that:

- (a) where an employee is given notice to work on the employee's rostered day off and the notice is cancelled within 16 hours of the time due for them to commence, the employee will be paid 4 hours' ordinary pay; and
- (b) where an employee is given notice to work the succeeding shift and the notice is cancelled, and as a consequence of the notice the employee has remained on the premises until the prescribed starting time, the employee will be paid 4 hours' ordinary pay.

**26.5 Non-accumulation of penalty rates**

The rates prescribed in clause 26—Overtime will be in substitution for and not cumulative upon the shift rates prescribed elsewhere in this award.

**26.6 Payment for work on Saturdays, Sundays and public holidays**

For other than shiftworkers, work on Saturdays, Sundays and public holidays will be paid in accordance with clause 27.1.

**26.7 Payment for work on rostered day off**

All work performed on a rostered day off by weekly employees, on the instructions of the employer, will be paid for at:

- (a) **150%** of the ordinary hourly rate for the first 2 hours; and
  - (b) **200%** of the ordinary hourly rate thereafter,
- with a minimum payment as for 3 hours at such rate.

**26.8 Watchpersons**

All overtime for a watchperson will be paid for at **150%** of the ordinary hourly rate.

**26.9 Reasonable overtime**

- (a) Subject to section 62 of the [Act](#) and clause 26.9, an employer may require an employee to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 26.9 the following must be taken into account:
  - (i) any risk to employee health and safety from working the additional hours;
  - (ii) the employee's personal circumstances, including family responsibilities;
  - (iii) the needs of the workplace or enterprise in which the employee is employed;
  - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

- (v) any notice given by the employer of any request or requirement to work the additional hours;
- (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (viii) the nature of the employee's role, and the employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms of clauses 17—Ordinary hours of work, 18—Rostering arrangements and 27—Penalty rates and shiftwork arrangements inserted pursuant to section 63 of the [Act](#), that applies to the employee; and
- (x) any other relevant matter.

#### **26.10 Rest period after overtime**

- (a) When overtime work is necessary, it must, whenever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to clause 26.10, be released after completion of overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid at **200%** of the ordinary hourly rate for such period until released from duty and the employee 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.
- (d) In the case of a shiftworker the provisions of clause 26.10 will apply as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of change shift rosters;
  - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or
  - (iii) where a shift is worked by arrangement between the employees themselves.

#### **26.11 Call-back**

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 4 hours' work at the appropriate rate for the call-back except when

the employee is entitled to payment for standing by in accordance with clause 26.12 in which case the employee will be paid for a minimum of 3 hours' work at the appropriate rate.

- (b) The employee will not be required to work the full 4 hours' work if the work the employee was recalled to perform is completed in a shorter period except in unforeseen circumstances.

#### **26.12 Standing by**

When an employee who is ready, willing and capable to attend for duty is required by the employer to be in readiness for a call-back to work the employee will, until released by the employer or notified of the requirement to attend for duty, be paid for standing by time at ordinary rates from the time so held in readiness.

#### **26.13 Recall without notice**

An employee in the Pulp and Paper Stream recalled without notice to work overtime will be paid at the rate of ordinary time from the time of receipt of notice of recall until the employee reports for duty. Provided the employee reports for duty without unreasonable delay.

#### **26.14 Transport for employees after overtime**

- (a) Where an employee working overtime is required to remain on duty to a time which precludes the employee from using any reasonable means of transport to the employee's home, the employer must pay the cost of transport for the employee to get home free of charge and pay the employee's current rate until transport is available.
- (b) Clause 26.14 will not apply to an employee who lives within reasonable walking distance from the point at which the employee is employed.

#### **26.15 Time off instead of payment for overtime**

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 26.15 an employee who worked 2 overtime hours **150%** of the ordinary hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 26.15 but not taken as time off, the employer must pay



the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 26.15(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 26.15 will apply for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 26.15 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 26.15.

## **27. Penalty rates and shiftwork arrangements**

### **27.1 Penalty rates for day workers**

#### **(a) Payment for work on Saturdays**

All work performed on a Saturday by weekly employees (other than shiftworkers) on the instructions of the employer will be paid for at the rate of:

- (i) **150%** of the ordinary hourly rate for the first 2 hours; and
- (ii) **200%** of the ordinary hourly rate thereafter,

with a minimum payment as for 3 hours.

#### **(b) Payment for work on Sundays**

All work performed on Sundays by weekly employees on the instructions of the employer will be paid for at the rate of **200%** of the ordinary hourly rate with a minimum payment as for 3 hours.

**(c) Payment for work on public holidays**

Except as prescribed by 33—Public holidays, all work performed by weekly employees on public holidays on the instructions of the employer will be paid for at the rate of **250%** of the ordinary hourly rate with a minimum payment of 3 hours. This rate includes the ordinary rate of pay where due under clause 20—Minimum rates for ordinary hours of work.

**(d) Payment for casual workers working on public holidays—General Timber Stream**

A casual worker in the general timber stream who works on a public holiday or on its substitute day will be paid the appropriate public holiday pay as described elsewhere in this award and the ordinary casual loading. That is, the casual employee will be paid **275%** of the ordinary hourly rate.

**27.2 Shiftwork arrangements**

**(a) Twelve hour shifts**

Employees may be required to work a continuous 12 hour shift subject to:

- (i)** proper health monitoring procedures being introduced;
- (ii)** suitable roster arrangements being made;
- (iii)** proper supervision being provided;
- (iv)** adequate breaks being provided; and
- (v)** an adequate trial or review process being implemented through the consultative process at the workplace.

**(b) Changes to shifts**

**(i) Consultation**

Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must comply with clause 34.2.

**(ii) Day worker changing to shiftwork**

Where a day worker commences shiftwork at the instruction of the employer without 7 days' notice (or a reduced period of 48 hours' notice where the transfer to shiftwork is necessitated by absenteeism), the employer will pay the employee **150%** of the ordinary hourly rate for all ordinary hours worked until the required notice period would have expired. This payment will be in place of any shift rates payable under clause 27.3.

**(iii) Change of shift rosters**

Where the employer does not provide a shiftworker with 48 hours' notice of any change to the employee's shift roster, the employer will pay the employee **150%** of the ordinary hourly rate for all ordinary hours worked

until the 48 hour notice period would have expired. This payment will be in place of any shift rates payable under clause 27.3.

**(iv) Termination of shift**

An employer must give a shiftworker 7 days' notice of the cessation of the shiftwork. If 7 days' notice is not given, the employer will pay the employee the shift rates payable under clause 27.3 for all ordinary hours worked until the 7 days' notice would have expired.

**(c) Daylight saving**

For work performed which spans the start or finish of a system of daylight saving as prescribed by relevant State or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

**27.3 Rates for shiftworkers**

**(a) Definitions**

- (i) Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.
- (ii) Night shift** means any shift finishing after midnight and at or before 8.00 am.
- (iii) Rostered shift** means a shift of which the employee concerned has had at least 48 hours' notice.
- (iv) Continuous work** means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least 6 consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**(b) Payment for ordinary shifts**

**(i) Day shift**

An employee whilst on day shift will be paid the ordinary hourly rate.

**(ii) Afternoon shift**

An employee whilst on afternoon shift will be paid **115%** of the ordinary hourly rate.

**(iii) Night shift—rotating**

An employee whilst on night shift which rotates with another shift will be paid **115%** of the ordinary hourly rate.

**(iv) Night shift—non-rotating**

An employee who, other than at the employee's own request works night shifts only will be paid **130%** of the ordinary hourly rate.

- (v) Where in any establishment bound by the provisions of this award at which an employee working on shift is engaged and the majority of the employees working on shiftwork receive higher shift premiums for working such shifts, then those higher shift rates will be paid to the employee in substitution for the shift rates prescribed by clause 27.3.
  - (vi) If agreement is reached a system of averaging the shift rates may apply.
- (c) **Day work—rate for ordinary hours on Saturday and Sunday**
- (i) Ordinary hours of work performed on a Saturday will be paid for at **150%** of the ordinary hourly rate and on a Sunday **200%** of the ordinary hourly rate.
  - (ii) An employee in the Pulp And Paper Stream required to work on a Sunday will be paid for the time worked at the rate of **200%** of the ordinary hourly rate for a minimum of 4 hours, except where the work is performed immediately following or immediately preceding time worked by the employee on a Saturday or Monday.
  - (iii) **Sunday allowance—Pulp and Paper Stream**

In consideration of the Sunday overtime required in the industry, an employee who works not less than 8 hours on a Sunday outside the employee's ordinary hours of work prescribed in this award and has worked not less than 8 hours on either of the immediately preceding 2 Sundays outside such ordinary hours will be paid in respect of the first-mentioned Sunday a special allowance of 4 hours' pay at ordinary time.
- (d) **Shiftwork—ordinary shifts on Saturday, Sunday and public holidays**
- Ordinary shifts, the major portion of which is worked on a Saturday, will be paid at **150%** of the ordinary hourly rate and on a Sunday or public holiday at **200%** of the ordinary hourly rate. Such extra rates will be in substitution for shift rates as prescribed in clause 27.3(b).

#### 27.4 Apprentices

Penalty rates for apprentices will be as prescribed under clause 15.4.

## Part 6—Leave and Public Holidays

### 28. Annual leave

Clause 28.11(b) updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [502].

- 28.1 Annual leave is provided for in the [NES](#). Annual leave does not apply to a casual employee.

## 28.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the [Act](#), a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

## 28.3 Conversion to hourly entitlement

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in [section 87](#) of the [Act](#) to an hourly entitlement for administrative ease.

## 28.4 Payment for annual leave

### (a) Employees other than pieceworkers

- (i) Instead of the base rate of pay referred to in section 90(1) of the [Act](#), an employee under this award, before going on annual leave, must be paid the rate they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (ii) Subject to clause 28.4(a)(iii), the rate to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any over-award payment.
- (iii) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

### (b) Pieceworkers

Payment in the case of a pieceworker employed by one employer only on a full-time basis to whom the provisions of clause 13.1 of this award applies shall be the rate then currently prescribed by such award for the ordinary weekly hours as defined by clause 17.2 of the award for the area in which the employee was employed and for the classification in which the employee was classified by the employer immediately prior to commencing leave, plus **25%**.

NOTE: Where an employee is receiving over-award 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 sections 16 and 90 of the [Act](#)).

## 28.5 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 28, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

## 28.6 Loading on annual leave—employees other than pieceworkers

(a) During a period of annual leave an employee will receive a loading calculated on the minimum wage prescribed by clause 20—Minimum rates, in the following manner:

(i) **Day workers**

An employee who would have worked on day work only had the employee not been on leave will receive a loading of **17.5%**, or in the case of a worker in the Pulp and Paper Stream, a loading of **20%**.

(ii) **Shiftworkers**

Where an employee would have worked on shiftwork had the employee not been on annual leave, the employee will be paid a loading for each shift equal to the greater of:

- **17.5%** (or **20%** in the case of an employee in the Pulp and Paper Stream); or
- the shift allowances that would have been payable to the employee for that shift under clause 27.2.

(b) The loading prescribed by clause 28.6 will not apply to any public holiday occurring during a period of annual leave.

(c) The loading prescribed by clause 28.6 will, upon termination of the employment for any reason, also apply in respect of leave not taken for a full 12 months qualifying period of service by the employee with the employer.

(d) The loading prescribed by clause 28.6 will not apply to proportionate payment on termination under clause 37—Termination of employment, except in the case of an employee with not less than 3 months' service with an employer whose services are terminated by the employer through no fault of the employee.

## 28.7 Excessive leave accruals: general provision

NOTE: Clauses 28.7 to 28.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 28.2).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 28.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 28.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**28.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 28.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 28.8(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 28.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 28.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 28.8(d) may result in the direction ceasing to have effect. See clause 28.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**28.9 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 28.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 28.9(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 28.8(a) that, when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the employer and

employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under clause 28.9(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 28.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 28.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 28.9(a).

#### **28.10 Annual close down**

Notwithstanding [section 88](#) of the [Act](#) and clause 28.7, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than 4 weeks' notice of intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate rate in accordance with clauses 28.4 and 28.6;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
- (d) any leave taken by an employee as a result of a close-down pursuant to clause 28.7 also counts as service by the employee with their employer;
- (e) the employer may only close down the enterprise or part of it pursuant to clause 28.7 for one or 2 separate periods in a year;
- (f) if the employer closes down the enterprise or part of it pursuant to clause 28.7 in 2 separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days;
- (g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 28.7 for 3 separate



periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and

- (h) the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

#### **28.11 Annual leave in advance**

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 28.11 is set out at Schedule I—Agreement to Take Annual Leave in Advance ~~Schedule I—Piece Rates for Workers in Specified Districts~~. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Take Annual Leave in Advance ~~Schedule I—Piece Rates for Workers in Specified Districts~~.

- (c) The employer must keep a copy of any agreement under clause 28.11 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.11, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **28.12 Payment of accrued annual leave on termination of employment**

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate rate calculated in accordance with clause 28.4.

#### **28.13 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.13.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.13.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 28.13 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 28.13 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
  - (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
  - (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
  - (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
  - (i) The employer must keep a copy of any agreement under clause 28.13 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.13.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.13.

NOTE 3: An example of the type of agreement required by clause 28.13 is set out at Schedule J—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule J—Agreement to Cash Out Annual Leave.

## 29. Personal/carer's leave and compassionate leave

Clause 29.3(f) inserted as a result of [\[2020\] FWCFB 2124](#) at [506].

**29.1** Personal/carer's leave and compassionate leave are provided for in the [NES](#).

**29.2** If an employee is terminated by their employer and is re-engaged by the same employer within a period of 6 months then the employee's unclaimed balance of paid personal/carer's leave continues from the date of re-engagement.

### 29.3 Cashing out of personal/carer's leave

- (a) Where an employee in the General Timber Stream or Wood and Timber Furniture Stream has more than 15 days of accumulated untaken personal/carer's leave, the employee may elect in writing that an equivalent payment will be made to the employee and the employer will pay such an employee for any accumulated untaken personal/carer's leave exceeding 15 days, up to a maximum payment as for 64 hours, in the case of an employee in the General Timber Stream, or a maximum payment as for 38 hours in the case of an employee in the Wood and Timber Furniture Stream. The employee must be paid

at least the full amount that would have been payable to the employee had the employee taken the leave that has been foregone.

- (b) In order to make an election to have an equivalent payment made an employee must have sufficient leave accrued to retain a minimum balance of 15 days' leave after the equivalent payment is made.
- (c) The period of personal/carer's leave for which the employee has been paid will not be added to the period of untaken personal/carer's leave accrued to the employee.
- (d) The employee may only make this request once in any 12 month period.
- (e) Each cashing out of a particular amount of paid personal/carer's leave must be by separate agreement in writing between the employer and the employee.
- (f) In the Pulp and Paper stream, payment of excess accrued sick leave will be made to an employee, or a deceased employee's estate, in respect of accumulated entitlement upon:
  - (i) retirement due to age or incapacity;
  - (ii) termination of employment after ten years continuous service for other reasonable cause; or
  - (iii) death whilst an employee of the business.

### **30. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the [NES](#).

### **31. Community service leave**

**31.1** Community service leave is provided for in the [NES](#).

#### **31.2 Reimbursement for jury service**

- (a) A weekly employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- (b) An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee will give the employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

### **32. Unpaid family and domestic violence leave**

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

### **33. Public holidays**

**33.1** Public holidays are provided for in the [NES](#).

#### **33.2 Substitution of public holidays by agreement**

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

#### **33.3 Rostered day off falling on public holiday**

- (a) Except as provided for in clauses 33.3(b) and 33.3(c) and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
  - (i) 7.6 hours of pay at the ordinary time rate;
  - (ii) 7.6 hours of extra annual leave; or
  - (iii) a substitute day off on an alternative week day.
- (b) Where an employee has credited time accumulated, then such credited time should not be taken as a day off on a public holiday.
- (c) If an employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.
- (d) Clauses 33.3(b) and 33.3(c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 33.3(a) applies to such days off.

#### **33.4 Full-time employees working non-standard hours**

Clause 33.4 applies to full-time workers who do not regularly work a 5 day Monday to Friday week.

**(a) Holidays falling upon days employees not working**

When a prescribed holiday falls upon a day when the employee would not be working in any event the employee will receive:

- (i) a day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
- (ii) an additional day's wage.

**(b) Employee rostered to work on a public holiday or its substitute day**

If an employee is rostered to work on the public holiday or its substitute day (except Christmas Day) the following provisions apply:

- (i) If the employee is not required to work on the public holiday the employee will receive the payment the employee would ordinarily receive for that day and is not entitled to the substituted day off.
- (ii) If the employee is required to work on the public holiday the employee is entitled to receive the ordinary hourly rate for working that day and the substitute day as a holiday. (If the substitute day is a non-working day for the employee, the employee would receive the compensation described in clause 33.5).
- (iii) If the employee is required to work on the substitute day the employee shall receive the rates of pay for working on a public holiday.

**(c) Employee required to work on a public holiday and the substitute day**

If an employee is rostered and required to work on both the "actual" public holiday and its substituted day (this would only occur if the holiday was to fall on a Saturday or a Sunday) the employee would be entitled to:

- (i) a day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
- (ii) payment at public holiday rates for the day's work for the substituted day, and payment at the normal rates for Saturday or Sunday for the actual public holiday.

**(d) Christmas Day loading**

If employees are rostered to work on a Saturday or Sunday that is a Christmas Day and are required to work, the employee will receive the normal Saturday or Sunday rate plus a loading of one-half of a normal day's wages for the full day's work and be entitled to the substitute day.

**33.5 Non-casual part-time employees**

- (a) Where the normal roster of a part-time employee includes a day that is a holiday, the employee will receive the normal pay the employee would have received on that day and enjoy the holiday or receive the appropriate public holiday rate for working whatever hours the employee worked during it.

- (b) For part-time employees whose normal roster includes a Saturday or Sunday that would be a prescribed holiday but for the substitution of an alternative day, the following will apply:
  - (i) the employee will be granted leave with pay on the “actual day” without any substitution; or
  - (ii) the employee works on the “actual day” at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day the Christmas Day loading will apply) and is allowed to take another day with pay, which may or may not be the prescribed substitute day, as a holiday; or
  - (iii) the employee works on the “actual day” at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day the Christmas Day loading will apply) and receives, in addition, payment at ordinary time rates for an additional day of equal length (with no substitution of an alternative day).
- (c) If any of these benefits applies, the employee who works on the prescribed substitute day should do so at ordinary time rates.
- (d) Any circumstances for part-time workers not covered by clause 33.5 should be the subject of negotiations between the employer and the employees concerned using the principles of clause 33.5 to resolve the issue.

### **33.6 Part-day public holidays**

For provisions relating to part-day public holidays see Schedule K—Part-day public holidays.

## **Part 7—Consultation and Dispute Resolution**

### **34. Consultation**

#### **34.1 Consultation regarding major workplace change**

- (a) **Employers to notify**
  - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
  - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**(b) Employers to discuss change**

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 34.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 34.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

**34.2 Consultation about changes to rosters or hours of work**

- (a)** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b)** The employer must:
  - (i)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c)** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d)** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

**35. Dispute resolution**

- 35.1** In the event of a dispute about a matter under this award, or a dispute in relation to the [NES](#), in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant

supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 35.2** If a dispute about a matter arising under this award or a dispute in relation to the [NES](#) is unable to be resolved at the workplace, and all appropriate steps under clause 35.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 35.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 35.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the [Act](#) that it considers appropriate to ensure the settlement of the dispute.
- 35.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 35.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the [Act](#). Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **36. Dispute resolution procedure training**

- 36.1** An eligible employee representative who will be involved in dispute resolution will be allowed to be trained in order to assist the employee to settle disputes as per this clause. The employee must arrange for suitable training and apply in writing with a minimum of 6 weeks' notice (or less amount by agreement) for up to 5 days leave with pay each calendar year, non-cumulative.
- 36.2** The notice to the employer must include details of the type, content and duration of the course to be attended. The employer must have a reasonable opportunity to:
- (a) consult with the eligible employee representative and/or the training provider regarding dispute resolution training; and
  - (b) participate in the development of the dispute resolution training course.
- 36.3** Leave of absence granted pursuant to clause 36 will count as service for all purposes.
- 36.4** The time of taking leave will be arranged so as to minimise any adverse effect on the employer's operations.
- 36.5** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an **eligible employee representative** is an employee who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure.



## Part 8—Termination of Employment and Redundancy

### 37. Termination of employment

37.1 Notice of termination is provided for in the [NES](#).

#### 37.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the employer may withhold from any monies due to the employee on termination under this award or the [NES](#), an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

#### 37.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

#### 37.4 Transport of employees on termination of employment

Where means of transport to the bush or bush sawmills is provided by the employer, on the termination of service of an employee, the employee, the employee's family and goods and chattels will be transported within 48 hours of receipt by the employer of notice that such transport is required, and the employee will be reimbursed the cost of such transport if not provided by the employer. An employee will not be entitled to free transport on a route along which the public is regularly transported for payment, on the other hand the employee will not be charged a rate on such route in excess of that regularly charged to the public.

### 38. Redundancy

38.1 Redundancy pay is provided for in the [NES](#).

#### 38.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

#### 38.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they

remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### 38.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 37.3.

### 38.5 Small employer

- (a) In this clause, **small employer** means an employer to whom the [NES](#) does not apply because of the provisions of section 121(1)(b) of the [Act](#).
- (b) Despite the terms of section 121(1)(b) of the [Act](#), the remaining provisions of Subdivisions B and C of Division 11 of the [NES](#) apply in relation to an employee of a small employer who performs any of the work within the scope of this award which immediately prior to 1 January 2010 was in clause 6 of the *Timber and Allied Industries Award 1999*, or clause 6 of the *Furnishing Industry National Award 2003*, except that the amount of redundancy pay to which such an employee is entitled must be calculated in accordance with the following table:

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years and over	8 weeks

- (c) Such provisions do not apply to weekly piecework employees.

## Schedule A—Classification Definitions —General Timber Stream

### A.1 Level 1 (relativity 78%)

#### A.1.1 General

(a) An employee at this level:

- (i) will complete a program of induction training;
- (ii) will complete a program of skills training to meet the requirement of being able to competently perform work within the scope of Level 1; and
- (iii) where required by statute or regulation will obtain the necessary licenses, permits or other authorisations prior to progression to the next level.

#### (b) General description of skills required

A Level 1 worker will exercise the following skills:

- (i) the ability to follow instructions;
- (ii) manual handling skills; and
- (iii) the ability to follow standards and procedures.

#### (c) General description of knowledge required

A Level 1 worker will develop the following:

- (i) broad knowledge of the industry sector and operations at the enterprise level;
- (ii) broad understanding of all functions carried out in the enterprise;
- (iii) understanding of health and safety regulations and procedures relevant to the level;
- (iv) an understanding of the employment conditions set out in the award, and enterprise policies and procedures relating to conditions;
- (v) knowledge of the resources used in the sector; and
- (vi) knowledge of the range and uses of basic hand tools.

#### (d) Induction training

Induction training will include the following:

- (i) basic work health and safety;
- (ii) first aid;
- (iii) conditions of employment; and
- (iv) company policies and objectives.

**(e) Level of responsibility**

Workers at Level 1 will work under direct supervision at all times and will be expected to exercise minimal judgment.

**(f) Criteria for extension of term in Level 1 beyond 3 months**

A worker who enters the industry and is unable to meet the competency requirements of Level 2 will remain in Level 1 for a maximum of 3 months unless an extension for up to a further 3 months is agreed by the employer and the employee, and the union where the employee is a union member. Extension of the term of Level 1 beyond 3 months will only be considered when:

- (i)** the employee has participated in a structured and documented skill development programme which sets out and covers the standards of competence the Level 1 worker is required to achieve for progression to Level 2;
- (ii)** any deficiencies in the performance of the employee during the skill development programme have been described clearly to the employee at the time they have occurred and standards for acceptable performance have been made clear to the employee;
- (iii)** suitable conditions have been provided for training including sufficient time, appropriate environment and equipment and a skilled trainer; and
- (iv)** given the above, the employee has not reached the standards of competence set down in the skill development programme.

**(g) Process for extension of the term in Level 1 beyond 3 months**

Where an employer proposes that the term an employee will spend in Level 1 should be extended beyond 3 months the following actions will be taken at least 3 weeks before the expiration of the initial 3 months:

- (i)** the employee will be advised in writing. This advice will set out clearly the areas where the employee has not reached the competency standards required for progression to Level 2 and are set out in the skill development program;
- (ii)** where the employee is a member of the union a copy of the advice to the employee will be sent to the relevant branch secretary of the union at the same time as it is provided to the employee;
- (iii)** subsequent to the advice of intention to extend the period in Level 1 beyond 3 months being issued, a meeting will be held between the employer and the employee and a full-time official of the union or their nominee where the employee is a union member. At this meeting the parties will develop and agree on a plan (including time frames) to assist the employee to develop competence to the required standard in the areas identified as deficient and agreed to by the employee. This plan will be documented and signed by all parties—that is the employer, the employee and the union official where the employee is a union member;

- (iv) the employee (and the branch office of the union if the employee is a union member) will be notified immediately by the employer if any further problems arise during this extension period.

## **A.2 Level 2 (relativity 82%)**

### **A.2.1 General**

An employee at this level performs work above and beyond the skills of a Level 1 employee and is competent to perform work within the scope of this level.

(a) At this level an employee:

- (i) will have a broad general knowledge of the industry and the functions carried out in the workplace;
- (ii) works under direct supervision either individually or in a team environment;
- (iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iv) in the harvesting forest management sector, understands and utilises basic environmental procedures in accordance with relevant forest codes of practice;
- (v) understands and utilises basic process control procedures;
- (vi) may assist skilled trainers in the provision of on-the-job training; and
- (vii) should be given the opportunity to participate in ongoing skills training to enable progress to Level 3.

(b) **Indicative tasks**

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level.

(i) **Harvesting sector**

- landing builder or repairer;
- operates a chainsaw at a basic level ancillary to normal duties;
- crosscut and trim logs on the landing/dump;
- segregation of logs and sleepers;
- loader trimming and cutting logs in pine plantations;
- loader or turner sleepers over 1.5 metres long;
- pulpwood cutter and/or splitter;
- spar or plank road builder;

## Timber Industry Award 2020

- woodcutter for charcoal or firewood; and
- log measurer.

### (ii) Milling and processing sector

- sorts, stacks and binds materials;
- uses selected hand tools;
- racks timber (manually or mechanically);
- assembles boxes and crates;
- grades round poles and peels posts for preservation;
- operates manual transfer equipment;
- produces beams using nail plates;
- operates a range of basic pre-set wood machines as prescribed within the current definitions of the award appropriate to this level;
- assists in preparing timber orders by selecting pre-cut timber from stocks;
- operates chainsaw at a basic level ancillary to normal duties;
- watchperson who does not attend boilers; and
- greases or oils any engine, machinery or shafting.

### (iii) Panel products sector

- uses selected hand tools;
- centre feeder and/or core feeder and/or coverlayer and/or assistant in glue spreading;
- veneer joiner and/or repairer where the work is done by hand with less than one year's experience;
- tapeless veneer joining machine with less than one year's experience;
- operator on power-operated veneer edge truing or trimming machine (saw, cutter block or guillotine) where the machinist is never required to set up the machine nor to grind the knives and cutters but is merely an operator or feeder of the machine;
- assembling veneers with film glue;
- plywood and veneer grader grading into 3 or more classes;
- flat press operators and assistants not elsewhere specified;
- operates manual transfer equipment;

## Timber Industry Award 2020

- assistant to lathe or slicer operator;
- plywood scarfing machine where the machinist is never required to set up the machine nor to grind the knives and cutters but is merely an operator;
- assistant to veneer kiln drier or re-drier operator who operates a drying kiln;
- other operators of immunising plant;
- assistant on veneer clipper machine;
- taping and glue thread machinist with less than one year's experience;
- operator of plywood trimming machine using parallel saws;
- belt sander in sanding of plywood faced with rotary peel veneer;
- edge gluing veneer by hand or roller for tapeless joining machine;
- guillotine operator not elsewhere included;
- feeder and/or assistant on automatic core assembling machine;
- operator of folding machine; and
- glue spreading spray gun operator.

### (iv) Manufacturing sector

- assists in assembling wall frames and roof trusses;
- sorts, stacks and binds materials;
- uses and maintains selected hand tools;
- racks timber (manually or mechanically);
- assembles boxes and crates or trellis;
- primes and paints;
- operates door and/or panel trimming machines where the operator is not required to set up such machine nor to grind the knives and cutters and operates punching and notching machines;
- operates manual and motorised transfer equipment while holding appropriate permits/licences/certification;
- produces beams using nail plates;
- points posts;
- operates a range of basic pre-set wood machines as prescribed within the current definitions of the award appropriate to this level;

## Timber Industry Award 2020

- operates chainsaw at a basic level ancillary to normal duties;
- operates cross cut and bench saws in box and case factories;
- measures and records sawn timber; and
- assists sawyer to change bandsaw.

### (v) **Merchandising sector**

- sorts, stacks and binds materials;
- uses and maintains selected hand tools;
- operates a chainsaw at a basic level ancillary to normal duties;
- assists sawyer to change bandsaw;
- operates manual and motorised transfer equipment;
- assists in assembling wall frames and roof trusses;
- primes and paints; and
- operates a range of basic pre-set wood machines as prescribed within the current definitions of the award appropriate to this level.

### (c) **General description of skills required**

In addition to those outlined in Level 1:

- (i) manual handling skills;
- (ii) the ability to make judgments visually of size and shape;
- (iii) in the panel products sector, the ability to make judgments by measurement coupled to quality control procedures;
- (iv) ability to operate basic, pre-set cutting equipment;
- (v) ability to use hand power tools safely; and
- (vi) problem solving skills.

### (d) **General description of knowledge required in addition to that outlined in Level 1:**

- (i) basic knowledge of timber use and value;
- (ii) in the harvesting forest management sector, awareness and understanding of relevant Forest Codes of Practice;
- (iii) in the panel products sector, basic knowledge of timber, veneer and plywood use and value;
- (iv) awareness of work health and safety procedures for pre-set cutting equipment, and other health and safety procedures; and



- (v) knowledge of the functions and use of hand tools and base technology saws/machine/equipment for this level.

**(e) Level of responsibility**

An employee at this level will be:

- (i) responsible for identifying and solving minor problems which occur in the work process the Level 2 worker is directly responsible for;
- (ii) required to work to predetermined standards and outcomes; and
- (iii) responsible for keeping own work area safe and clean.

**(f) Promotional criteria**

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

**A.3 Level 3 (relativity 87.4%)**

**A.3.1 General**

- (a) An employee at this level performs work above and beyond the skills of an employee at Level 2 and is competent to perform work within the scope of this level.

At this level an employee:

- (i) is responsible for the quality of own work subject to general supervision;
- (ii) works under general supervision either individually or in a team environment;
- (iii) exercises discretion within own level of skills and training;
- (iv) operates flexibly between work stations and machines;
- (v) may assist skilled trainers in the provision of on-the-job training;
- (vi) in the harvesting forest management sector, understands and utilises environmental control procedures in accordance with relevant Forest Codes of Practice; and
- (vii) should be given the opportunity to participate in ongoing skills training to enable progression to Level 4.

**(b) Indicative tasks**

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level.

**(i) Harvesting and forest management sector**

- operate mechanical debarking equipment;
- operate chipping machines;
- operate log splitting machine;
- offsider to logging tractor or bulldozer driver;
- faller—pine plantation;
- pole handler; and
- operate and maintain chainsaws.

NOTE: Employees must hold appropriate licence/certification.

**(ii) Milling and processing sector**

- preliminary processing of logs;
- operates and maintains mechanical debarking equipment;
- demonstrates basic keyboard skills;
- assembles pallets, boxes and crates;
- controls the flow of materials through mill;
- operates, resets and maintains planing machines;
- operates recovery bench, breaking down rig (no sizing mode), bench controls;
- operates and maintains drilling machines, static press, snatcher, tilt hoist;
- operates and maintains chipping machines;
- assists breaking down sawyer;
- sets up single multi-rip saws, band resaw and circular saws;
- prepares preservation solution and appropriate paperwork at the appropriate level;
- operates and maintains chainsaws to a higher level than Level 2;
- prepares timber orders and tallies timber;
- where the employee has completed a recognised grading course, grades timber visually according to quality;
- operates pulpwood processing equipment;
- laminates, fabricates or assembles timber, plywood and veneers;
- assists a tradesperson to carry out their duties;

## Timber Industry Award 2020

- sets up and operates a range of wood machines as prescribed within the current definitions of the award appropriate to this level;
- operates waste chipper/hogger;
- sorts on boardline or similar process;
- operates traverser machine;
- tails out moulder, planer or equivalent machinery and pulls out behind sawbenches;
- operates docking and/or trim saws to eliminate defects;
- attends a boiler;
- a greaser or oiler who under the supervision of an engine driver stops or starts an engine or engines, but does not include any greaser or oiler who does so only in cases of necessity or emergency;
- operates pneumatic tyred tractor not using power operated attachments 35 kW brake power and under; and
- operates steam engine or suction gas and other internal combustion engine under 35 kW brake power.

### **(iii) Panel products sector**

- centre layer and/or corelayer and/or coremaker building up solid timber and/or veneer centres;
- veneer joiners and/or repairers where the work is done by hand with one year's experience;
- operator on power-operated veneer edge truing or trimming machine (cutter block or guillotine) where the machinist has not been required to grind the knives and cutters but is at any time required to set up the machine and then only from such time as the employee is required to act;
- operator of hot press who sets the pressure and temperature but is not required to calculate areas and pressures and control temperatures;
- operator of rotary veneer peeling lathe or slicing veneer machine;
- plywood scarfing machinist where the machinist has not been required to grind the knives and cutters, but is at any time required to set up the machine and then only from such time as the employee is required so to act;
- veneer kiln drier heat plant operator or re-drier operator who operates a drying kiln drier or re-drier or who may be required to make temperature readings and records;
- veneer clipper operator in conjunction with rotary peeling lathe or slicing machine;

## Timber Industry Award 2020

- operates and maintains mechanical debarking equipment including grinding and sharpening blades;
- taping glue thread, edge glued machinist with more than one year's experience;
- band sawyer using band saw up to 90 cm capacity, rough cutting and trimming;
- operator of the belt sander in sanding of plywood faced with fancy sliced veneer;
- operator employed on gluing jigs and/or cramps for the laminating fabrication or assembling of veneers, timber and plywood;
- operator of power-operated veneer edge truing or trimming machine saw (saw type) where the operator is required to set up and sharpen the saw;
- veneer splicing machine; and
- adhesive solution mixer where test control procedures are not required.

### (iv) Manufacturing sector

- assembles cable drums;
- demonstrates basic keyboard skills;
- assembles pallets, boxes and crates appropriate to this level;
- assembles wall and roof trusses appropriate to this level;
- assists in setting up jig for standard 'A' roof trusses;
- sets up and operates a range of saws including docking saws appropriate to this level;
- tails out, checks timber and docks out faults;
- sets up and operates a range of wood machines as prescribed in the current definitions of the award appropriate to this level;
- surfaces floors;
- bends timber by hand and machine;
- assists in preparation of logs in log cabin manufacture;
- operates spray painting machine;
- operates and maintains chainsaws to a higher level than Level 2;
- prepares timber orders and tallies timber;
- where the employee has completed a recognised grading course, grades timber visually according to quality;

## Timber Industry Award 2020

- operates door and/or panel machines appropriate to this level;
- assembler;
- assistant or other operator to a laminated beam maker;
- laminates, fabricates or assembles timber, plywood and veneers;
- assists a tradesperson to carry out duties;
- removes and replaces saw blades on dresser;
- operates traverser machine;
- tails out moulder, planer or equivalent machinery and pulls out behind sawbenches;
- operates docking and/or trim saws to eliminate defects;
- operates but does not set up: a computerised automatic 2 dimensional dividing and squaring saw, double ended tenoner, a multi-headed boring machine with 3 or more bits, v-grooving machine, vinyl or melamine laying machine, v-line folding machine, longitudinal grooving machine, edgebander and/or double edgebander and any programmed and/or computerised high output wood machine not mentioned herein;
- spray hand engaged on finishing coats;

### (v) **Merchandising sector**

- demonstrates basic keyboard skills;
- size and straighten timber to feed dresser;
- tails out, moulder, planer or equivalent machinery and pulls out behind sawbenches;
- checks timber and operates docking and/or trim saw to eliminate defects;
- sets up and operates a range of wood machines as prescribed within the current definitions of the award appropriate to this level;
- sets up and operates a range of saws including docking saws appropriate to this level;
- where the employee has completed a recognised grading course, grades timber visually according to quality;
- prepares timber orders and tallies timber;
- assists a tradesperson to carry out duties;
- assembles wall and roof trusses appropriate to this level;
- assists in setting up jig for standard 'A' roof trusses;

- responds to customer routine enquires and lays out stock for delivery driver; and
- removes and replaces saw blades on dresser.

**(c) General description of skills required**

In addition to those outlined in Level 2:

- (i) ability to interpret and follow plans and procedures;
- (ii) problem solving skills;
- (iii) ability to operate machinery/saws/equipment according to prescribed procedures and standards appropriate to this level;
- (iv) ability to grade timber according to obvious defects and to exercise quality control;
- (v) in the panel products sector, the ability to grade timber veneer and plywood according to obvious defects and to exercise quality control; and
- (vi) ability to record in writing simple information relating to lengths and species of timber.

**(d) General description of knowledge required**

In addition to that outlined in Level 2:

- (i) knowledge of commonly used timbers, their value, and what products they can be used for;
- (ii) in the panel products sector, knowledge of commonly used timbers, veneers;
- (iii) in the harvesting forest management sector, awareness and understanding of relevant Forest Codes of Practice;
- (iv) knowledge of storage, stacking and drying technique;
- (v) knowledge of the functions and use of saws, machines and equipment for this level;
- (vi) knowledge of health and safety procedures/regulations appropriate to this level;
- (vii) knowledge of the industry standards for tasks performed at this level; and
- (viii) knowledge of quality control standards appropriate to this level.

**(e) Level of responsibility**

- (i) An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will be responsible for the quality of work within these limits.

- (ii) The employee will also be responsible for identifying and solving problems which occur in the work process the Level 3 worker is directly responsible for, and for identifying and reporting problems outside own work process.

**(f) Promotional criteria**

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

**A.4 Level 4 (relativity 92.4%)**

**A.4.1 General**

- (a) An employee at this level performs work above and beyond the skills of an employee at Level 3 and is competent to perform work within the scope of this level.

At this level an employee:

- (i) works from complex instructions and procedures;
- (ii) may assist skilled trainers in provision of on-the-job training;
- (iii) in the harvesting forest management sector, ensures application of sound forest environmental practices in accordance with relevant Forest Codes of Practice;
- (iv) works in a team environment or works individually under general supervision;
- (v) is responsible for assuring the quality of their own work; and
- (vi) should be given the opportunity to participate in ongoing skills training to enable progress to Level 5.

**(b) Indicative tasks**

An employee at this level will perform any or all of the tasks listed below or as described for machinist B grade. They will be expected after suitable training to operate flexibly between work stations at this level.

**(i) Harvesting and forest management sector**

- operation of mobile equipment appropriate to this level up to and including 13 500 kg;
- operator of tree harvester;
- operator of bucker—limber—buncher machine (logma);
- faller who works alone, selects trees and sharpens own saws;
- faller other;

## Timber Industry Award 2020

- operates and maintains chipping machines;
- pole dresser;
- performs non-trade carpentry functions; and
- spotter at spot mills.

NOTE: Employees must hold appropriate licences/certification to operate machinery.

### (ii) Milling and processing sector

- maintains and fault finds on plant and equipment (including lubrication);
- maintains mill buildings;
- performs non-trade carpentry functions;
- operates and maintains mobile equipment (multi-skilled operator— loader, forklift, crane, mobile crane with lifting capacity not exceeding 20 tonnes) while holding appropriate licenses/certifications;
- demonstrates intermediate keyboard skills including CNC operations in saws and/or machines where the operator controls one process only;
- sets up, monitors and operates twin edgers, single and double bandsaws, bench saw not cutting to size;
- operates optimising docker (computerised) and finger jointer;
- where the employee has completed a recognised stress grading course, grades timber (includes mechanical stress grader);
- undertakes primary conversion of logs (no sizing);
- analyses log moisture content and selects preservation method;
- prepare preservation solution and appropriate paperwork at the appropriate level;
- loads/unloads cylinder and monitors faulty operation at the appropriate level;
- laminated beam maker—responsible for setting up machine, setting out product and operating machine other than on a continuous basis;
- selects, grades and marks materials for re-manufacture and from stock for filling orders, including tallying, measuring and checking of complete orders and compiling for dispatch;
- storeperson including: inventory and stores control, VDU operation and use of other electronic equipment, e.g., scanner or using intermediate keyboard skills to carry out stores work, storing and packing of goods and materials in accordance with appropriate procedures and/or regulations; preparation and receipt of appropriate documentation



including liaison with suppliers; allocating and retrieving goods from specific warehouse areas; periodic stock-checks;

- gatekeeper in control of movement of persons, vehicles, stock and material at gatehouses and similar locations including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document/gate pass; utilising monitoring and operating computer based systems requiring data input, or other advanced monitoring system;
- operates and maintains hydraulic debarking equipment;
- attends boiler/kilns as required and responsible for temperature readings and records, including a watchperson who attends boilers;
- sharpens saws (with or without tensioning), chainsaws, hand tools, knives, grinds and sharpens debarker/chipper blades and operates punching press for saws (without tipping);
- operates and maintains mechanical stacking and sorting equipment;
- attends to 2 or more boilers or 2 or more suction gas generators, or one boiler the evaporation capacity of which attributed thereto by the maker exceeds 5 000 kg but less than 45 000 kg of steam per hour, or one gas generator supplying a total engine load capacity attributed thereto by the maker of not less than 740 kW;
- operates suction gas and other internal combustion engine 35 kW brake power or over; and
- operates any of the following items of mechanical plant: crawler tractor using power operated attachments up to 8000 pounds shipping weight, excavator up to and including 0.5 cubic metre capacity, grader, power operated below 35 kW brake power, loaders, front end and overhead, over 2.25 cubic metres up to and including 4.5 cubic metres, pneumatic tyred tractor using power operated attachments in excess of 110 kW brake power.

**(iii) Panel products sector**

- maintains and fault-finds on plant and equipment (including lubrication);
- adhesive solution mixer where the employee is required to mix, test, control and check in operation and is responsible for its proper use;
- veneer matcher responsible for selecting and setting out fancy sliced veneers to design or specification;
- operator of power-driven veneer edge truing or trimming machine (cutter block or guillotine) where the operator is required to grind the knives and cutters and set up the machine;

## Timber Industry Award 2020

- employee in charge of hot process who sets pressures and temperatures and who is responsible for calculating areas and pressures and controlling temperatures and operators of specialty presses;
- rotary veneer peeling lathe or slicing machine operator who sharpens knives and/or sets up the machine;
- sharpens lathe knives, pressure bars, clipper blades and chipper;
- plywood scarfing machinist where the machinist is ever required to set up the machine and grind the knives and cutters and then only from such time as the employee is required so to act;
- employee in charge of veneer kiln heat plant operator or re-drier (plate roller or conveyor type) who is required to adjust temperatures, humidity, conditions, calculate moisture contents, test and control;
- immunising plant operator who is required to control temperatures, preservative contents in solution and analyse treated timbers and/or veneer samples;
- operator of torwegge or similar automatic core assembling machine who is required to set up and adjust the machine and is fully responsible for the operation of such machine;
- employee in charge of paper honeycomb making machine;
- operator in graining machine where the operator is required to set up the machine and sharpen the blades;
- operates and maintains mobile equipment appropriate to this level;
- demonstrates intermediate keyboard skills including CNC operations in saws and/or machines where the operator controls one process only; and
- operates and maintains hydraulic debarking equipment.

### (iv) Manufacturing sector

- maintains and fault-finds on plant and equipment (including lubrication);
- operates high frequency machine and edge band as a gluer;
- operates and maintains mobile equipment appropriate to this level while holding appropriate licenses/certifications;
- demonstrates intermediate keyboard skills including CNC operations in saws/and or machines where the operator controls one process only;
- sets up, monitors and operates twin edgers, single and double bandsaws, circular saws;
- operates optimising docker (computerised);
- where the employee has completed a recognised grading course, grades timber (both quality and stress);

## Timber Industry Award 2020

- assembles wall frames and roof trusses appropriate to this level including operation and responsibility for wall frame fabricating machines manually controlled;
- sharpens saws (with or without tensioning), chainsaws, hand tools, knives and dresser blades and operates punching press for saws (without tipping);
- bends timber using own forms and equipment and operates machine;
- assembles prepared pieces of timber (as defined);
- glazes;
- operates log preparing machine and fabricates modules—log cabin manufacture;
- makes knives from beginning to end as a sawmaker;
- operates gluing jigs for laminating veneers or timber;
- laminated beam maker—responsible for setting up machine, setting out product and operating machine other than on continuous process;
- selects, grades and marks materials for re-manufacture and from stock for filling orders, including tallying, measuring and checking of complete orders and compiling for dispatch;
- operates and maintains mechanical stacking and sorting equipment; and
- cricket bat operations—spindle machinist and or wood turner with handles fitted by hand.

### (v) **Merchandising sector**

- maintains and fault finds on plant and equipment (including lubrication);
- operates mobile equipment appropriate to this level while holding appropriate licences/certifications;
- demonstrates intermediate keyboard skills including CNC operations in saw/and or machines where the operator controls one process only;
- where the employee has completed a recognised grading course, grades timber (both quality and stress);
- selects grades and marks materials for re-manufacturing and from stock for filling orders including tallying, measuring and checking of complete orders and compiling for dispatch;
- collects payment for goods from customer;
- maintains delivery schedules;
- sets up, monitors and operates band or circular saw;

- assembles wall frames and roof trusses appropriate to this level including operation and responsibility for wall frame fabricating machines manually controlled; and
- sharpens saws (with or without tensioning) chainsaws, hand tools, knives, grinds and sharpens debarker/chipper blades and operate punching press for saws (without tipping).

**(c) General description of skills required**

In addition to that outlined in Level 3:

- (i) ability to set up and adjust machines to produce a specific product;
- (ii) ability to drive and operate mobile machinery;
- (iii) ability to complete simple clerical tasks;
- (iv) in the harvesting forest management sector, awareness and understanding of relevant Forest Codes of Practice;
- (v) problem solving skills;
- (vi) ability to select suitable methods for completing tasks and plan the order in which to complete them; and
- (vii) ability to assess timber, or timber veneer and plywood, for cutting giving regard to quality and the purpose it will be used for.

**(d) General description of knowledge required**

In addition to that outlined in Level 3:

- (i) knowledge of saws, machinery and equipment used at this level;
- (ii) knowledge of health and safety legislation and procedures appropriate to this level; and
- (iii) knowledge of the industry standards for tasks performed at this level.

**(e) Level of responsibility**

- (i) An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. An employee will be responsible for the quality of work in own area.
- (ii) The employee will also be responsible for identifying and solving problems which occur in the work process the Level 4 worker is directly responsible for, and in conjunction with others for identifying and solving problems in the work area.

**(f) Promotional criteria**

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

**A.5 Level 5 (relativity 100%)**

**A.5.1 General**

- (a)** An employee at this level may be employed under one of the following categories:
  - (i)** Timber tradesperson; or
  - (ii)** Harvesting and forest management sector, Milling and processing sector, Manufacturing sector or Merchandising sector employee.
- (b)** An employee at this level works above and beyond an employee at Level 4 and is competent to perform work within the scope of this level.
- (c)** At this level an employee:
  - (i)** understands and applies quality control techniques;
  - (ii)** exercises good interpersonal and communication skills;
  - (iii)** exercises keyboard skills at a level higher than Level 4;
  - (iv)** exercises discretion within the scope of this level;
  - (v)** performs work under limited supervision either individually or in a team environment;
  - (vi)** in the harvesting sector applies skills acquired through successful completion of requisite certification relating to plant and equipment used in forest harvesting;
  - (vii)** in the harvesting sector ensures application of sound forest environmental practices in accordance with forest codes of practice;
  - (viii)** is able to inspect products and/or materials for conformity with established operational standards; and
  - (ix)** conducts training in conjunction with a skilled trainer as required.

**A.5.2 Timber tradesperson Level 5**

- (a)** A Timber tradesperson Level 5 or machinist A grade is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as a tradesperson in one of the classes identified appropriate to the sector in which they work and is able to exercise the skills and knowledge of that trade and may be required to supervise other employees.

**(i) Milling and processing sector trades**

- Timber tradesperson—sawdoctor;
- Timber tradesperson—wood machinist; and
- Timber tradesperson—millwright.

**(ii) Merchant sector trades**

- Timber tradesperson—grinder;
- Timber tradesperson—wood machinist;
- Timber tradesperson—wood turner; and
- Timber tradesperson—sawdoctor.

**(iii) Manufacturing sector trades**

- Timber tradesperson—grinder;
- Timber tradesperson—sawdoctor;
- Timber tradesperson—wood machinist;
- Timber tradesperson—wood turner; and
- Timber tradesperson—carpenter/joiner;

**(b) Indicative tasks**

A Timber tradesperson Level 5 at this level will perform any or all of the tasks listed below and will be expected, after suitable training, to operate flexibly between work stations at this level:

**(i) Milling and processing sector, Manufacturing sector and Merchandising sector: Timber tradesperson Level 5**

- understands and applies quality control techniques for self and others;
- exercises good interpersonal and communication skills;
- exercises keyboard skills at a level higher than Level 4;
- exercises discretion within the scope of this level;
- performs work under limited supervision either individually or in a team environment;
- operates all lifting equipment incidental to own work;
- performs non-trade tasks incidental to own work;
- performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and

facilitates the completion of the whole task; such incidental or peripheral work would not require additional formal technical training;

- performs work within the definition of machinist A grade;
- performs work of a motor mechanic;
- performs work of a glazier;
- inspects products and/or materials for conformity with established operational standards as required; and
- sets up, monitors and operates a range of pre-set wood machines appropriate to this level including multi headed square dresser.

**(c) Level of responsibility**

- (i)** An employee at this level has greater responsibility than those at Level 4 in that the employee may be responsible for the work of others through the monitoring role. The employee will be responsible for work outcomes regarding quantity and quality in own area, including own work and the work of others. The employee may be required to supervise others in groups in the training situation. An employee at this level will be required to exercise discretion in the planning and carrying out of work.
- (ii)** The employee will also be responsible, with others, for identifying and solving problems in their work areas; if supervising others for initiating, co-ordinating and monitoring problem solving in own work area; for identifying and reporting problems in other work areas where they affect activity in own work area.

**(d) Promotional criteria**

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

**A.5.3 Harvesting, milling and processing, Manufacturing or Merchandising employee Level 5**

**(a) General**

An employee at this level performs work above and beyond the skills of a Level 4 employee and is competent to perform work within the scope of this level.

At this level an employee:

- (i)** understands and applies quality control techniques;
- (ii)** exercises good interpersonal and communication skills;
- (iii)** exercises keyboard skills at a level higher than Level 4;
- (iv)** exercises discretion within the scope of this level;

- (v) performs work under limited supervision either individually or in a team environment;
- (vi) able to inspect products and/or materials for conformity with established operational standards; and
- (vii) conducts training in conjunction with a skilled trainer as required.

**(b) Indicative tasks**

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

**(i) Harvesting and forest management sector**

- able to inspect logs for conformity with established operational standards (grade and segregate);
- operates harvesting and extraction equipment in a mechanical harvesting environment appropriate to this level;
- operation of mobile equipment to a level higher than Level 4 over 13 500 kg;
- fall and process trees of any species which are possible to work safely;
- broad axeperson;
- axeperson;
- axeperson employed using chopping axe taking off bark and lumps from logs for use in veneer mills;
- rigger or tree climber;
- head faller;
- forwarder log handling machine; and
- operator of grapple saw.
- Driving an articulated vehicle with 3 axles and GCM of 22.4 tonnes or less.
- Driving a rigid truck and heavy trailer combination with more than 3 axles and a GCM greater than 22.4 tonnes - over 15 tonnes up to 21 tonnes capacity.
- Driving an articulated vehicle with more than 3 axles and a GCM greater than 22.4 tonnes - capacity up to or over 22 tonnes.
- Driving a low loader with GCM up to or over 43 tonnes.
- Driver of a double articulated vehicle up to and including 53.4 tonne GCM, including B doubles.



**(ii) Milling and processing sector**

- operates a breaking down rig (primary conversion with sizing);
- operating no. 1 bench;
- supervision of kiln operations;
- hardens/tempers/beats out saws;
- weighs and records loads of timber and maintains security of the premises;
- operates ship loading equipment;
- laminated beam maker—responsible for setting up machine, setting out product and operating machine on a continuous process;
- sets up and operates a range of wood machines within the current definitions of the award appropriate to this level; and
- operates mechanical plant and mobile equipment including, crawler tractor with a shipping weight exceeding 80 000 pounds, excavator over 2.25 cubic metres, power operated grader over 70 kW brake power, loaders over 4.5 cubic metres capacity, mobile cranes with a lifting capacity over 20 tonnes and not exceeding 100 tonnes.

**(iii) Manufacturing sector**

- operates and maintains mobile equipment appropriate to this level while holding appropriate licences/certifications;
- estimator;
- laminated beam maker—responsible for setting up machine, setting out product and operating machine on a continuous process;
- hardens/tempers/beats out saws;
- weighs and records loads of timber and maintains security of the premises;
- sets up and operates door and/or panel trimming machine and grinds knives and cutters;
- operates CNC wall frame fabricating machine;
- sets up truss jigs;
- breaks down and finishes on anvils;
- prepares cutting list of timber for use in the manufacture of building components from builders, architects, or other plans; and

- sets up, monitors and operates a range of wood machines as prescribed within the current definitions of machinist A grade of the award appropriate to this level including multi-headed square dresser.

**(iv) Merchandising sector**

- prepares cutting lists of timber for use in the manufacture of building components from builders, architects, or other plans; and
- sets up, monitors and operates a range of wood machines within the current definitions of the award appropriate to this level including multi-headed square dresser.

**(c) General description of skills required**

In addition to those outlined in Level 4:

- (i) ability to make decisions regarding work processes and implement them in own work area;
- (ii) ability to use judgment based on experience to optimise productivity in own work area;
- (iii) ability to supervise workers in the training situation;
- (iv) ability to set up, operate and monitor mechanical and CNC equipment used in work area;
- (v) ability to work to standards requiring precision and attention to detail; and
- (vi) problem solving skills.

**(d) General description of knowledge required**

In addition to that outlined in Level 4:

- (i) detailed knowledge of the sector and work undertaken at the enterprise;
- (ii) in the Harvesting forest management sector, awareness and understanding of relevant Forest Codes of Practice;
- (iii) understanding of quality control techniques;
- (iv) knowledge of industry standards for product and/or materials;
- (v) thorough knowledge of equipment/machinery used in the work area;
- (vi) knowledge of work health and safety, safety techniques and legislation for work undertaken at this level;
- (vii) detailed knowledge of product used; and
- (viii) knowledge of training principles and practices.

**(e) Level of responsibility**

- (i)** An employee at this level has greater responsibility than at Level 4 in that the employee may be responsible for the work of others through the monitoring role. The employee will be responsible for work outcomes regarding quantity and quality in own area, including own work and the work of others. The employee may be required to supervise others in groups in the training situation. An employee at this level will be required to exercise discretion in the planning and carrying out of work.
- (ii)** The employee will also be responsible, with others, for identifying and solving problems in their work areas; if supervising others for initiating, co-ordinating and monitoring problem solving in own work area; for identifying and reporting problems in other work areas where they affect activity in own work area.

**(f) Promotional criteria**

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

**A.6 Level 6 (relativity 105%)**

**A.6.1 General**

- (a)** An employee at this level may be employed under one of the following categories:
  - (i)** Timber tradesperson; or
  - (ii)** production or merchant employee.
- (b)** A Timber tradesperson at this level works above and beyond an employee at Level 5 and is competent to perform work within the scope of this level.
- (c)** At this level an employee:
  - (i)** understands and applies quality control techniques;
  - (ii)** exercises good interpersonal and communication skills;
  - (iii)** exercises keyboard skills at a level higher than Level 5;
  - (iv)** exercises discretion within the scope of this level;
  - (v)** performs work under limited supervision either individually or in a team environment;
  - (vi)** will be responsible for planning own work and the work of others and for the quantity and quality of the results of that work; and
  - (vii)** conducts training as required.

## A.6.2 Timber tradesperson

- (a) A Timber tradesperson Level 6 is a saw doctor tradesperson who has completed an appropriate post trade course in maintaining high tension saws and stellite tipping, or a wood machinist tradesperson who has completed an appropriate post trade course (or equivalent) in CNC and PLC machinery operations and CAD design systems and is able to exercise the skills and knowledge of that trade and may be required to supervise other employees, or a millwright—special class who has completed 3 appropriate modules of post-trade training in addition to the Level 5 qualification requirements.

### (b) Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected, after suitable training, to operate flexibly between work stations at this level:

#### (i) Milling and processing sector, Manufacturing sector and Merchandising sector: Timber tradesperson Level 6

- exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this award;
- exercises discretion within the scope of this level;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Timber tradesperson Level 5;
- supervision and training of employees as required; and
- ability to plan, conduct and evaluate training both on and off-the-job, one-to-one and in groups.

### (c) Level of responsibility

An employee at this level will be responsible in conjunction with others for identifying and solving problems in own work area. If supervising others the employee will be responsible for initiating, co-ordinating and monitoring problem solving in own work area. The employee will be responsible for identifying and reporting problems in other work areas where they affect activity in own work area.

### **A.6.3 Harvesting and forest management, Milling and processing, Manufacturing or Merchandising employee**

#### **General**

An employee at this level performs work above and beyond the skills of a Level 5 Production employee and is competent to perform work within the scope of this level and has acquired skills recognised by the employer.

At this level an employee:

- (i) understands and applies quality control techniques;
- (ii) exercises good interpersonal and communication skills;
- (iii) exercises keyboard skills at a level higher than Level 5;
- (iv) exercises discretion within the scope of this level;
- (v) performs work under limited supervision either individually or in a team environment;
- (vi) will be responsible for planning own work and the work of others and for the quantity and the quality of the results of that work; and
- (vii) conducts training as required.

#### **Indicative tasks**

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

#### **Harvesting and forest management, Milling and processing sector, Manufacturing sector, Merchandising sector**

- operates a wide range of complex machines, saws and/or equipment in the work place;
- exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this award;
- exercises discretion within the scope of this level;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- supervision and training of employees as required;
- ability to plan, conduct and evaluate training both on and off-the-job, one-to-one and in groups; and
- operate a mobile crane with a lifting capacity over 100 tonnes and not exceeding 180 tonnes.
- Driver of a rigid vehicle with trailer combinations or articulated vehicle with trailer combinations exceeding 94 tonne GCM.

## **A.7 Timber tradesperson millwright—special class Level 7 (relativity 115%)**

### **A.7.1 General**

- (a) A Timber tradesperson millwright—special class Level 7, is a millwright who has completed 9 appropriate modules in addition to the requirements of Level 5; or 9 appropriate modules towards an Advanced Certificate; or 9 appropriate modules towards an Associate Diploma; or an AQF Level 4 National Certificate.

#### **(b) Duties**

An employee at this level performs trade and non-trade functions. In addition to the tasks required to be performed at Timber tradesperson Level 6, a Timber tradesperson Level 7 employee may perform the following indicative tasks:

- (i) provides trade guidance and training;
- (ii) provides training to other employees in the enterprise;
- (iii) assists in the management/operation of a quality control/assurance program;
- (iv) assists in the management/operation of best practice program;
- (v) exercises complex, new high precision, trade skills;
- (vi) applies advanced computer numerical control techniques in machining;
- (vii) exercises intermediate CAD/CAM skills;
- (viii) commissions and fault finds on new equipment and approves first off samples; or
- (ix) performs or assists in design work involving drafting or planning (e.g. preparation of cutting lists).

#### **(c) Responsibility**

An employee at this level will work competently either individually or in a team environment and will be responsible for the quality and accuracy of their own work and (subject to the relevant leading hand provisions) may be required to monitor the work of others.

#### **(d) Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform duties within the range specified for this level.

## Schedule B—Classification Definitions—Wood and Timber Furniture Stream

### **B.1 Timber furniture production employee, Level 1 (relativity 78%)**

**B.1.1** A Timber furniture production employee, Level 1 is an employee new to the industry who is undertaking up to 3 months' induction and skill development consistent with national competency standards to prepare the employee for a productive role in the industry.

**B.1.2** The induction and skill development will include information on the enterprise, conditions of employment, introduction to supervisors, fellow employees, machinery and work processes of the enterprise, information on training and career opportunities, plant layout, work and documentation procedures, basic work health and safety instruction and quality assurance.

#### **B.1.3 Duties**

(a) An employee at this level is required to perform routine production and/or labouring duties to the level of their training.

(b) Indicative of the tasks an employee at this level may perform are the following:

(i) general labouring;

(ii) cleaning; and

(iii) other comparable tasks.

#### **B.1.4 Responsibilities**

An employee at this level is required to work competently under direct supervision whilst using minimal discretion, however, such an employee cannot be required to organise or schedule tasks.

#### **B.1.5 Qualification**

An employee must satisfy the employer that they have basic literacy and numeracy skills and that they have an aptitude for work in the industry. The employee must also be assessed to be competent in the core units of the Furnishing Industry Training Package.

#### **B.1.6 Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform duties within the range specified for this level. At this level, the national competency standards referred to are the core units of the Furnishing Industry Training Package. Employees at this level will be provided with training to enable the employee to acquire the skills required of a Timber furniture production employee, Level 2.

#### **B.1.7 Progression**

A Timber furniture production employee, Level 1, will progress to Level 2 on the basis of the successful completion of the induction program and the core units of the

Furnishing Industry Training Package, and has demonstrated competency to undertake duties at Level 2.

## **B.2 Timber furniture production employee, Level 2 (relativity 87%)**

**B.2.1** A Timber furniture production employee, Level 2, is an employee who has successfully completed the induction program and skill development consistent with national competency standards at Level 1 so as to enable the employee to perform duties within the range specified for this level.

### **B.2.2 Duties**

In addition to the tasks required to be performed at Level 1, an employee at Level 2 may perform the following indicative tasks:

- (a) assembling component parts of articles;
- (b) priming and/or undercoating and/or sealing by spray or hand;
- (c) the gluing of basic materials;
- (d) repetition work on any automatic, semi-automatic or single purpose machine;
- (e) uses selected hand tools;
- (f) handles raw and/or treated materials either by manual or mechanical means;
- (g) maintains simple records;
- (h) assists in the provision of on-the-job training of a Timber furniture production employee, Level 1;
- (i) understands and undertakes basic quality control/assurance procedures including the recognition of basic quality deviations/faults;
- (j) understands and utilises basic process control procedures;
- (k) assists employees in higher levels;
- (l) prepares for dispatch from orders of finished goods and components;
- (m) competent in the use and minor operator maintenance of basic hand tools and machines;
- (n) pressing (by hand) and/or finishing of soft furnishings;
- (o) performs basic tasks which are uncomplicated, easily learned and involve little decision making including basic machine sewing in straight lines, or where feeding of fabric is uncomplicated;
- (p) performs production sewing using a single type sewing machine, other than a computerised numerically controlled machine;
- (q) operates but does not set up or check, other than with fixed gauges or with adjustable gauges not set by the operator, any machine fitted with jigs, gauges or other tools rendering operations mechanical;



- (r) stuff cover couch frame maker who makes a frame on which the upholsterer covers all the woodwork except the legs and/or feet, where the woodwork is prepared by machine;
- (s) assistant or synthetic foam dispensing machine.

### **B.2.3 Responsibilities**

An employee at this level is required to work competently under direct supervision whilst using minimal discretion, however, such an employee cannot be required to organise or schedule tasks.

### **B.2.4 Qualification**

An employee to be classified at Level 2 will be required to have successfully completed the induction program consistent with national competency standards relevant to work at this level, or have been previously employed in a Level 2 position and have attained the skills necessary to perform competently the duties within the range specified for a Timber furniture production employee at this level.

### **B.2.5 Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform duties within the range specified for this level. At this level, the national competency standards referred to are the core units of the Furnishing Industry Training Package plus no less than 4 units of competency towards attaining a Certificate II under the same training package. Employees at this level will also be provided the opportunity to acquire the skills required of a Timber furniture production employee, Level 3 within 12 months of being appointed as a Timber furniture production employee Level 2 where this suits the requirements of the business.

### **B.2.6 Progression**

Progression to Level 3 will either be on the basis of an employee at Level 2 obtaining the requisite skill and competency standards required for an employee to perform the duties within the range of the indicative tasks specified for a Timber furniture production employee, Level 3, or when performing the indicative tasks specified for a Level 3 position on a regular and systematic basis.

## **B.3 Timber furniture production employee, Level 3 (relativity 87.4%)**

**B.3.1** A Timber furniture production employee, Level 3, is an employee who has successfully completed skill development consistent with national competency standards so as to enable the employee to perform duties within the range specified for this level.

### **B.3.2 Duties**

In addition to the tasks required to be performed at Level 2, an employee at Level 3 may perform the following indicative tasks:

- (a) sets up and operates machinery and/or equipment requiring skills and knowledge beyond those required at Level 2;

- (b) sets up and operates 2 or more sewing machines;
- (c) operates flexibly between work stations;
- (d) basic sketching and tracing skills;
- (e) receiving, dispatching, distributing, sorting, checking, packing and documenting and/or recording of goods, materials and components;
- (f) basic inventory control;
- (g) precision measurement;
- (h) assists tradespersons;
- (i) assists in the provision of on-the-job training;
- (j) understands and undertakes basic quality control/assurance procedures including the ability to recognise and rectify basic quality, deviations/faults;
- (k) fits by nailing, screwing, gluing or fixing in any way; in order to completely assemble an article of furniture or a cabinet, or the main and substantial portion of an article of furniture or cabinet; any machine jointed or finished parts of furniture or cabinets;
- (l) paints or sprays finishing coats;
- (m) matches veneers;
- (n) wood worker other than cabinet maker;
- (o) cutter;
- (p) operates a quilting machine.

### **B.3.3 Responsibilities**

An employee at this level is required to work competently under routine supervision either individually or in a team environment, and is responsible for the quality of their own work and will exercise discretion within the limits of their ability.

### **B.3.4 Qualification**

An employee to be classified at Level 3 will be required to have successfully completed skill development consistent with national competency standards relevant to work at this level, or have been previously employed in a Level 3 position and have attained the skills necessary to perform competently the duties within the range specified for a Timber furniture production employee at this level.

### **B.3.5 Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform the duties within the range specified for this level. At this level, the national competency standards referred are all the units of competency prescribed towards attaining a Certificate II under the Furnishing Industry Training Package. Employees

at this level will also be provided the opportunity to acquire the skills required of a Timber furniture production employee, Level 4 within 12 months of being appointed as a Timber furniture production employee, Level 3, where this suits the requirements of the business.

### **B.3.6 Progression**

Progression to Level 4 will either be on the basis of an employee at Level 3 obtaining the requisite skill and competency standards required for an employee to perform the duties within the range of the indicative tasks specified for a Timber furniture production employee, Level 4, or when performing the indicative tasks specified for a Level 4 position on a regular and systematic basis.

## **B.4 Timber furniture production employee, Level 4 (relativity 92%)**

**B.4.1** A Timber furniture production employee, Level 4, is an employee who has successfully completed skill development consistent with national competency standards so as to enable the employee to perform duties within the range specified for this level. A Timber furniture production employee, Level 4, performs functions at a level above and beyond the skills of a Timber furniture production employee, Level 3.

### **B.4.2 Duties**

In addition to the tasks required to be performed at Level 3, an employee at Level 4 may perform the following indicative tasks:

- (a) inventory and store control;
- (b) performs the work of a machinist B grade;
- (c) computer operation, (including the set up and operation of computerised numerically controlled machines);
- (d) intermediate keyboard skills;
- (e) basic production and fault finding skills;
- (f) ability to inspect products and/or materials for conformity with established operational standards;
- (g) assists in the provision of on-the-job training;
- (h) operates all lifting equipment incidental to their task;
- (i) understands and applies quality control techniques;
- (j) works from detailed instruction and procedures;
- (k) input a selected program and/or set up and operate computerised numerically controlled sewing machines;
- (l) operator in charge of a synthetic foam dispensing machine.

### **B.4.3 Responsibilities**

An employee at this level is required to work competently under general supervision either individually or in a team environment and (subject to the relevant leading hand provisions) may be responsible for the co-ordination of work within a team environment and is responsible for assuring the quality of their own work.

### **B.4.4 Qualification**

An employee to be classified at Level 4 will be required to have successfully completed skill development consistent with national competency standards relevant to work at this level, or have been previously employed in a Level 4 position and have attained the skills necessary to perform competently the duties within the range specified for a Timber furniture production employee at this level.

### **B.4.5 Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform duties within the range specified for this level. At this level, the national competency standards referred to are no less than 19 units of competency prescribed towards attaining a Certificate III under the Furnishing Industry Training Package. Employees at this level will also be provided the opportunity to acquire the skills required of a Timber furniture production employee, Level 4A, within 12 months of being appointed as a Timber furniture production employee, Level 4.

### **B.4.6 Progression**

Progression to Level 4A will be on the basis of an employee at Level 4 obtaining the requisite skill and competency standards required for an employee to perform the duties within the range specified for a Timber furniture production employee, Level 4A, or when performing the indicative tasks specified for a Level 4A position on a regular and systematic basis.

## **B.5 Timber furniture production employee, Level 4A (relativity 96%)**

**B.5.1** A Timber furniture production employee, Level 4A, is an employee who has successfully completed skill development consistent with national competency standards so as to enable the employee to perform duties within the range specified for this level. A Timber furniture production employee, Level 4A, performs functions at a level above and beyond the skills of a Timber furniture production employee, Level 4.

### **B.5.2 Duties**

In addition to the tasks required to be performed at Level 4, an employee at Level 4A may perform the following indicative tasks:

- (a) exercise the skills and knowledge of their work;
- (b) operates all lifting equipment incidental to their work;
- (c) performs non-trade tasks incidental to their work;

- (d) performs work which is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (e) inspects products and/or materials for conformity with established operational standards;
- (f) understands and applies quality control techniques;
- (g) exercises good interpersonal and communication skills;
- (h) exercises keyboard skills at a level higher than Timber furniture production employee, Level 4.

### **B.5.3 Responsibilities**

An employee at this level is required to work competently under general supervision either individually or in a team environment and (subject to the relevant leading hand provisions) may be responsible for the co-ordination of work within a team environment and is responsible for assuring the quality of their own work.

### **B.5.4 Qualification**

An employee to be classified at Level 4A will be required to have successfully completed skill development consistent with national competency standards relevant to work at this level or have been previously employed in a Level 4A position and have attained the skills necessary to perform duties within the range specified for a Timber furniture production employee at this level.

### **B.5.5 Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform duties within the range specified for this level. At this level, the national competency standards referred are all the units of competency prescribed towards attaining a Certificate III under the Furnishing Industry Training Package. Employees at this level will also be provided the opportunity acquire the skills required to progress beyond this level.

### **B.5.6 Progression**

- (a) Progression of a Timber furniture production employee, Level 4A, will be on the basis of an employee at Level 4A obtaining a Trade Certificate or Trade Recognition or a Certificate III under the Furnishing Industry Training Package and on being required by the employer to utilise those skills and knowledge.
- (b) If a Timber furniture production employee, Level 4A performs at least **80%** as determined by an agreed Registered Training Organisation (RTO), (and if an agreement cannot be reached on which RTO to use the matter can be brought before the Fair Work Commission, by either party, for conciliation), of the duties of a Timber furniture tradesperson but does not possess the necessary qualifications to progress to a Timber furniture tradesperson, Level 5 the employee is entitled to be paid in accordance with clause 20.8.

## **B.6 Timber furniture tradesperson, Level 5 (relativity 100%)**

**B.6.1** A Timber furniture tradesperson, Level 5, is an employee who holds a relevant Trade Certificate or who has been granted Trade Recognition or who holds a Certificate III under the Furnishing Industry Training Package and who is required to exercise the skill and knowledge of that qualification. A Timber furniture tradesperson, Level 5, performs trade and non-trade functions at a level above and beyond the skills of a Timber furniture production employee, Level 4A.

- (a) Timber furniture tradesperson—polisher;
- (b) Timber furniture tradesperson—cabinet maker;
- (c) Timber furniture tradesperson—wood carver;
- (d) Timber furniture tradesperson—chair frame maker;
- (e) Timber furniture tradesperson—picture frame maker;
- (f) Timber furniture tradesperson—musical instrument maker.

### **B.6.2 Duties**

In addition to tasks required to be performed by a Timber furniture production employee, Level 4A, a Timber furniture tradesperson, Level 5 may perform the following indicative tasks:

- (a) exercise the skills and knowledge of the trade;
- (b) performs the work of a machinist A grade;
- (c) performs the work of an examiner (as defined);
- (d) operates all lifting equipment incidental to their work;
- (e) performs non-trade tasks incidental to their work;
- (f) performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (g) inspects products and/or materials for conformity with established operational standards;
- (h) understands and applies quality control techniques;
- (i) exercises good interpersonal and communication skills;
- (j) exercises keyboard skills at a level higher than Timber furniture production employee, Level 5.

### **B.6.3 Responsibilities**

An employee at this level will competently undertake the full range of trade functions under limited supervision either individually or in a team environment and is responsible for assuring the quality of their own work.

### **B.6.4 Qualification**

An employee at this level will hold a relevant Trade Certificate or will have been granted Trade Recognition or will have obtained a Certificate III in an appropriate discipline under the Furnishing Industry Training Package.

### **B.6.5 Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform duties within the range specified for this level. At this level, the national competency standards referred to are no less than 7 units of competency prescribed towards attaining a Certificate IV under the Furnishing Industry Training Package. Employees at this level will also be provided the opportunity to acquire the skills required of a Timber furniture tradesperson, Level 6, within 12 months of being appointed as Timber furniture tradesperson, Level 5 where this suits the requirements of the business.

### **B.6.6 Progression**

Progression beyond Timber furniture tradesperson, Level 5, will be on the basis of an employee at Level 5 obtaining the requisite skill and competency standards, including modules from another relevant trade discipline or training package, required for an employee to perform the duties within the range specified for a Timber furniture tradesperson, Level 6, and on being required by the employer to utilise those skills.

## **B.7 Timber furniture tradesperson, Level 6 (relativity 105%)**

**B.7.1** A Timber furniture tradesperson, Level 6, is an employee who holds a Trade Certificate or who has been granted Trade Recognition or who holds a Certificate III under the Furnishing Industry Training Package and who is required to exercise the skill and knowledge of that qualification. A Timber furniture tradesperson, Level 6, performs trade and non-trade functions at a level beyond the skills of a Timber furniture tradesperson, Level 5.

### **B.7.2 Duties**

In addition to the tasks required to be performed at Timber furniture tradesperson Level 5, a Timber furniture tradesperson Level 6 employee may perform the following indicative tasks:

- (a) exercises the skills attained through satisfactory completion of the training prescribed for this classification;
- (b) works as an inspector (as defined);
- (c) exercises discretion within the scope of this level;

- (d) understands and implements quality control techniques;
- (e) provides trade guidance and assistance as part of a work team;
- (f) applies intermediate computer numerical control techniques in machining;
- (g) exercises basic skills in CAD/CAM operations;
- (h) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than that of Timber furniture tradesperson, Level 5.

### **B.7.3 Responsibilities**

An employee at this level will work competently under limited supervision either individually or in a team environment and will be responsible for the quality of their own work and (subject to the relevant leading hand provisions) may be required to monitor the work of others.

### **B.7.4 Qualifications**

An employee at this level will hold a relevant Trade Certificate or will have been granted Trade Recognition or will hold a Certificate III in an appropriate discipline under the Furnishing Industry Training Package.

### **B.7.5 Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform duties within the range specified for this level. At this level, the national competency standards referred to are all the units of competency prescribed towards attaining a Certificate IV under the Furnishing Industry Training Package. Employees at this level will also be provided the opportunity to acquire the skills required of a Timber furniture tradesperson, Level 7, within 12 months of being appointed as Timber furniture tradesperson, Level 6, where this suits the requirements of the business.

### **B.7.6 Progression**

Progression beyond Timber furniture tradesperson, Level 6, will be on the basis of an employee at Level 6 obtaining the requisite skill and competency standards required for an employee to perform the duties within the range specified for a Timber furniture tradesperson, Level 7, and on being required by the employer to utilise those skills.

## **B.8 Timber furniture tradesperson, Level 7 (special class) (relativity 115%)**

- B.8.1** A Timber furniture tradesperson, Level 7 (special class), is an employee who holds a Trade Certificate or has been granted Trade Recognition or holds a Certificate IV under the Furnishing Industry Training Package and who is required to exercise the skill and knowledge of that qualification. The employee will have to complete appropriate Post Trade Training consistent with national competency standards or will have to successfully complete, in accordance with RCC principles, a competency assessment for this level and is required to exercise complex, high quality, trade skills, above and beyond those required of a Timber furniture tradesperson, Levels 5 and 6.



### **B.8.2 Duties**

An employee at this level performs trade and non-trade functions. In addition to the tasks required to be performed at Timber furniture tradesperson, Level 6, a Timber furniture tradesperson, Level 7 (special class) employee may perform the following indicative tasks:

- (a) provides trade guidance and training;
- (b) provides training to other employees in the enterprise;
- (c) assists in the management/operation of a quality control/assurance program; assists in the management/operation of a best practice program;
- (d) exercises complex, new high precision, trade skills;
- (e) applies advanced computer numerical control techniques in machining; exercises intermediate CAD/CAM skills;
- (f) commissions and fault finds on new equipment and approves first off samples;
- (g) performs or assists in design work involving drafting or planning (e.g. preparation of cutting lists).

### **B.8.3 Responsibility**

An employee at this level will work competently either individually or in a team environment and will be responsible for the quality and accuracy of their own work and (subject to the relevant leading hand provisions) may be required to monitor the work of others.

### **B.8.4 Qualification**

- (a) An employee who holds a Diploma in Furnishing Design (or equivalent) will be qualified to perform duties within the range specified for a Timber furniture tradesperson, Level 7 (special class).
- (b) After post trade training or the successful completion, in accordance with RCC principles, of a competency assessment an employee at this level will have:
  - (i) 2 years' experience in the industry since acquiring trade status;
  - (ii) successfully completed post trade training to perform duties within the range set out above or will have successfully completed, in accordance with RCC principles a competency assessment for work relevant to this level;
  - (iii) transition prior to post trade training, or post RCC competency, development: An employee at this level will have: 3 years service in the industry since acquiring trade status; and
  - (iv) successfully demonstrated skills acquired above and beyond those required by a Timber furniture tradesperson, Level 6.

**B.8.5 Training**

An employee at this level will be provided with skill development consistent with national competency standards relevant to this level to enable the employee to perform duties within the range specified for this level.

**B.8.6 Progression**

Progression beyond Timber furniture tradesperson, Level 7 (special class), will be on the basis of an employee at Level 7 (special class) obtaining the requisite skill and competency standards.

## Schedule C —Classification Definitions —Pulp and Paper Stream

### C.1 Indicative tasks/skills

**C.1.1** Employees engaged in the classifications contained in this Schedule will work to the level of their skills, competence and training and will perform work within the scope of their level as follows:

#### C.1.2 Level 1 (relativity 85%)

Employee undertakes induction training sufficient to allow the employee to participate in work training. Can undertake tasks under direct supervision and to the level provided in the induction training.

Induction may include information on:

- the workplace and the industry
- conditions of employment
- training and career path opportunities
- plant layout
- work and documentation procedures
- work health and safety
- environmental issues
- housekeeping
- basic paper manufacturing
- waste control
- cost and quality assurance
- equal employment opportunity and harassment.

After induction the employee:

- has been trained and can apply safe working practices required to adhere to standard operating procedures;
- performs duties essentially of a manual nature; and
- exercises minimal judgment in line with training provided.

#### C.1.3 Level 2 (relativity 90%)

Employee has completed structured training as defined for Level 1 to enable work to be performed at this level.

- Has been trained and can apply safe working practices required to adhere to standard operating procedures

- Works under direct supervision and instruction
- Communicates basic information effectively and can interact with other employees
- Understands the need to report workplace hazards and the process to perform personal risk assessments
- Able to record established production and quality indicators which may require keyboard operation
- Understands basic process control procedures
- Understands and applies the minor mechanical procedures that can be performed at this level.

**C.1.4 Level 3 (relativity 93%)**

Performs work above and beyond the skills of a Level 2 and to the level of competency exhibited and assessed.

- Works under general supervision and as directed and operates within strict guidelines
- Able to communicate process information verbally and in written form
- Can interact with other employees and has developed interpersonal skills
- Performs routine duties
- Applies safe working practices
- Can report workplace hazards and performs personal risk assessments
- Understands and applies basic quality requirements of function
- Keyboard skills sufficient to access and use documents
- Can use mechanical plant and lifting equipment to level of competency
- Carries out minor mechanical maintenance requirements where it is efficient to do so.

**C.1.5 Level 4 (relativity 96%)**

Performs work above and beyond the skills required of a Level 3 and to the level of competency exhibited and assessed.

- Works under general supervision and exercises limited discretion within the scope of skills and training
- Understands the need for accurate, timely and technically correct communication. Communicates verbally and in written form and understands group decision making processes
- Uses electronic facilities and technology competently for production activities
- Understands the need to maintain a safe working environment

- Accurately assesses raw materials used
- Understands the impact of quality standards on product
- Operates mechanical plant and lifting equipment to level of competence
- Carries out minor mechanical maintenance.

**C.1.6 Level 5 (relativity 100%)**

Performs work above and beyond the skills of a Level 4 and to the level of competency exhibited and assessed.

- Works under limited supervision and operates with limited discretion.
- Communicates technical information correctly to supervisor and fellow operators and including the use of electronic facilities. Can participate in group decision making processes
- Actively pursues a safe, hazard free workplace
- Uses and understands detailed information on production and quality indicators and recommends improvements
- Understands and applies quality control techniques and quality standards
- Provides technical/production instruction as directed
- Able to operate mechanical plant including lifting equipment to level of competence
- Organises repairs and maintenance in accordance with the principles of minor mechanical maintenance.

**C.1.7 Level 6 (relativity 105%)**

Performs work above and beyond the skills of a Level 5 and to the level of competency exhibited and assessed.

- Works under limited supervision and/or general direction, exercises initiative and judgment with discretion
- Able to communicate at production senior level to an acceptable standard and undertakes group decision making processes and dynamics
- Observes work health and safety and environmental policies, supervises other employees in safe working practices
- Trained in statistical process control techniques to use detailed information on production and quality indicators, and make improvements
- Detects errors, investigates causes, recommends preventative action
- Understands and applies quality control techniques
- Operates lifting equipment to level of competence
- Provides technical/production instruction as required

- Plans, directs and organises others in the repair or maintenance of equipment within the scope of minor mechanical maintenance principles where it is efficient to do so.

#### **C.1.8 Level 7 (relativity 110%)**

Performs work above and beyond the skills of a Level 6 and to the level of competency exhibited and assessed.

- Can supervise the work of others, and also works under broad principles and limited supervision
- Works from complex instruction
- Communication skills at a level appropriate to facilitate supervision, training and technical knowledge both at a production and senior level
- Can lead group decision making processes and understands the need for and processes of consultation
- Carries out risk assessments, rectifies identified hazards, applies work health and safety and environmental policies, and ensures safe working practices are followed
- Undertakes quality control and work organisation and implements improvements and preventative action to improve product quality
- Provides technical/production training
- Operates lifting equipment that requires certification
- Applies statistical process control techniques
- Determines the need for equipment to be repaired or maintained. Can organise resources necessary to effect maintenance and repair.

#### **C.1.9 Level 8 (relativity 115%)**

Performs work above and beyond the skills of a Level 7 and to the level of competency exhibited and assessed.

- Can supervise the work of others and works under broad policies and general supervision
- Assesses, evaluates and implements changes to processes within process control parameters or complex instructions
- High level of communication skill to ensure clear and concise instruction, delivery of training to employees and imparting of technical knowledge to supervisors and employees
- Can undertake consultation within established consultation procedures
- Leads group decision making processes
- Applies work health and safety and environmental policies and/or legislation and ensures safe working practices are followed

- Ensures hazards are identified and rectification has been carried out
- Ensures risk assessments are carried out when alteration to equipment or new equipment is provided
- Provides training to employees
- Operates lifting equipment that requires certification
- Applies statistical process control techniques and other actions required to improve processes and products
- Supervises repairs and maintenance to ensure appropriate resources are used at all times to ensure efficiency and best use of labour in accordance with minor mechanical principles.

**C.1.10 Level 9 (relativity 120%)**

Performs work above and beyond the skills of a Level 8 and to the level of competency exhibited and assessed.

- Supervises the work of others
- Works under broad policies and organisational principles
- Communicates throughout organisation using established communication methods
- Consults other employees using established consultation policies and procedures
- Can establish safe working procedures and systems and participates in the establishment of work health and safety and environmental policies
- Establishes and maintains quality assurance processes and activities
- Plans and organises training to ensure efficient use of labour
- Plans and supervises repairs and maintenance to ensure appropriate resources are used at all times to ensure efficiency and best use of labour.

**Schedule D—Summary of Hourly Rates of Pay**

**D.1.1 Ordinary hourly rate** is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an additional allowance is payable for all purposes in accordance with clause 22.2, this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

**D.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with 20.1. Consistent with clause D.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

**D.2 Full-time and part-time employees**

**D.2.1 Full-time and part-time day workers—ordinary and penalty rates**

	Ordinary	Saturday	Sunday	Public holiday
% of ordinary hourly rate <sup>1</sup>				
	100%	150%*	200%	250%
	\$	\$	\$	\$
<b>General Timber Stream and Wood and Timber Furniture Stream</b>				
Level 1	19.49	29.24	38.98	48.73
Level 2	20.06	30.09	40.12	50.15
Level 3	20.82	31.23	41.64	52.05
Level 4	21.54	32.31	43.08	53.85
Level 4A*	21.90	32.85	43.80	54.75
Level 5	22.70	34.05	45.40	56.75
Level 6	23.41	35.12	46.82	58.53
Level 7	24.77	37.16	49.54	61.93
<b>Pulp and Paper Stream</b>				
Level 1	20.49	30.74	40.98	51.23
Level 2	21.20	31.80	42.40	53.00
Level 3	21.63	32.45	43.26	54.08
Level 4	22.05	33.08	44.10	55.13
Level 5	22.70	34.05	45.40	56.75
Level 6	23.41	35.12	46.82	58.53



**Timber Industry Award 2020**

	<b>Ordinary</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
<b>% of ordinary hourly rate<sup>1</sup></b>				
	<b>100%</b>	<b>150%*</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 7	24.12	36.18	48.24	60.30
Level 8	24.77	37.16	49.54	61.93
Level 9	25.48	38.22	50.96	63.70

\* Level 4A applies to Wood and furniture stream only.

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses D.1.1 and D.1.2.

\* Fire fighting employees are entitled to a different pay rate after working more than 2 hours on a Saturday, see clause 14.3(f).

**D.2.2 Full-time and part-time shiftworkers—ordinary and penalty rates**

	<b>Ordinary</b>	<b>Afternoon &amp; night- rotating</b>	<b>Night-non- rotating</b>	<b>Saturday</b>	<b>Sunday &amp; public holiday</b>
<b>% of ordinary hourly rate<sup>1</sup></b>					
	<b>100%</b>	<b>115%</b>	<b>130%</b>	<b>150%*</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>General Timber Stream and Wood and Timber Furniture Stream</b>					
Level 1	19.49	22.41	25.34	29.24	38.98
Level 2	20.06	23.07	26.08	30.09	40.12
Level 3	20.82	23.94	27.07	31.23	41.64
Level 4	21.54	24.77	28.00	32.31	43.08
Level 4A*	21.90	25.19	28.47	32.85	43.80
Level 5	22.70	26.11	29.51	34.05	45.40
Level 6	23.41	26.92	30.43	35.12	46.82
Level 7	24.77	28.49	32.20	37.16	49.54
<b>Pulp and Paper Stream</b>					
Level 1	20.49	23.56	26.64	30.74	40.98
Level 2	21.20	24.38	27.56	31.80	42.40
Level 3	21.63	24.87	28.12	32.45	43.26

**Timber Industry Award 2020**

	<b>Ordinary</b>	<b>Afternoon &amp; night- rotating</b>	<b>Night-non- rotating</b>	<b>Saturday</b>	<b>Sunday &amp; public holiday</b>
<b>% of ordinary hourly rate<sup>1</sup></b>					
	<b>100%</b>	<b>115%</b>	<b>130%</b>	<b>150%*</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 4	22.05	25.36	28.67	33.08	44.10
Level 5	22.70	26.11	29.51	34.05	45.40
Level 6	23.41	26.92	30.43	35.12	46.82
Level 7	24.12	27.74	31.36	36.18	48.24
Level 8	24.77	28.49	32.20	37.16	49.54
Level 9	25.48	29.30	33.12	38.22	50.96

\*Level 4A applies to Wood and furniture stream only.

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses D.1.1 and D.1.2.

\* Fire fighting employees are entitled to a different pay rate after working more than 2 hours on a Saturday, see clause 14.3(f).

**D.2.3 Full-time and part-time day workers—overtime rates**

	<b>Monday to Saturday</b>		<b>Sunday</b>	<b>Public holiday</b>
	<b>First 2 hours</b>	<b>After 2 hours</b>		
<b>% of ordinary hourly rate<sup>1</sup></b>				
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>General Timber Stream and Wood and Timber Furniture Stream</b>				
Level 1	29.24	38.98	38.98	48.73
Level 2	30.09	40.12	40.12	50.15
Level 3	31.23	41.64	41.64	52.05
Level 4	32.31	43.08	43.08	53.85
Level 4A*	32.85	43.80	43.80	54.75
Level 5	34.05	45.40	45.40	56.75
Level 6	35.12	46.82	46.82	58.53
Level 7	37.16	49.54	49.54	61.93

**Timber Industry Award 2020**

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
<b>% of ordinary hourly rate<sup>1</sup></b>				
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Pulp and Paper Stream</b>				
Level 1	30.74	40.98	40.98	51.23
Level 2	31.80	42.40	42.40	53.00
Level 3	32.45	43.26	43.26	54.08
Level 4	33.08	44.10	44.10	55.13
Level 5	34.05	45.40	45.40	56.75
Level 6	35.12	46.82	46.82	58.53
Level 7	36.18	48.24	48.24	60.30
Level 8	37.16	49.54	49.54	61.93
Level 9	38.22	50.96	50.96	63.70

\* Level 4A applies to Wood and furniture stream only.

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses D.1.1 and D.1.2.

**D.2.4 Full-time and part-time shiftworkers other than pulp and paper stream employees—overtime rates**

	Continuous shiftworkers	Non-continuous shiftworkers	
		First 2 hours	After 2 hours
<b>% of ordinary hourly rate<sup>1</sup></b>			
	<b>200%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>General Timber Stream and Wood and Timber Furniture Stream</b>			
Level 1	38.98	29.24	38.98
Level 2	40.12	30.09	40.12
Level 3	41.64	31.23	41.64
Level 4	43.08	32.31	43.08
Level 4A*	43.80	32.85	43.80

**Timber Industry Award 2020**

	<b>Continuous shiftworkers</b>	<b>Non-continuous shiftworkers</b>	
		<b>First 2 hours</b>	<b>After 2 hours</b>
<b>% of ordinary hourly rate<sup>1</sup></b>			
	<b>200%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 5	45.40	34.05	45.40
Level 6	46.82	35.12	46.82
Level 7	49.54	37.16	49.54

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses D.1.1 and D.1.2.

\* Level 4A applies to Wood and furniture stream only.

**D.2.5 Full-time and part-time pulp and paper stream shiftworkers—overtime rates**

	<b>All overtime hours</b>
	<b>200% of ordinary hourly rate<sup>1</sup></b>
	<b>\$</b>
Level 1	40.98
Level 2	42.40
Level 3	43.26
Level 4	44.10
Level 5	45.40
Level 6	46.82
Level 7	48.24
Level 8	49.54
Level 9	50.96

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses D.1.1 and D.1.2.

### D.3 Casual employees

#### D.3.1 Casual dayworkers—ordinary and penalty rates

	Ordinary	Saturday	Sunday	Public Holiday
% of ordinary hourly rate <sup>1</sup>				
	125%	175%*	225%	275%
	\$	\$	\$	\$
<b>General Timber Stream and Wood and Timber Furniture Stream</b>				
Level 1	24.36	34.11	43.85	53.60
Level 2	25.08	35.11	45.14	55.17
Level 3	26.03	36.44	46.85	57.26
Level 4	26.93	37.70	48.47	59.24
Level 4A*	27.38	38.33	49.28	60.23
Level 5	28.38	39.73	51.08	62.43
Level 6	29.26	40.97	52.67	64.38
Level 7	30.96	43.35	55.73	68.12
<b>Pulp and Paper Stream</b>				
Level 1	25.61	35.86	46.10	56.35
Level 2	26.50	37.10	47.70	58.30
Level 3	27.04	37.85	48.67	59.48
Level 4	27.56	38.59	49.61	60.64
Level 5	28.38	39.73	51.08	62.43
Level 6	29.26	40.97	52.67	64.38
Level 7	30.15	42.21	54.27	66.33
Level 8	30.96	43.35	55.73	68.12
Level 9	31.85	44.59	57.33	70.07

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses D.1.1 and D.1.2.

\* Level 4A applies to Wood and furniture stream only.

\*Fire fighting employees are entitled to a different pay rate after working more than 2 hours on a Saturday, see clause 14.3(f).

**Timber Industry Award 2020**

**D.3.2 Casual shiftworkers—ordinary and penalty rates**

	<b>Ordinary</b>	<b>Afternoon &amp; night rotating</b>	<b>Night-non-rotating</b>	<b>Saturday</b>	<b>Sunday &amp; public holiday</b>
<b>% of ordinary hourly rate<sup>1</sup></b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%*</b>	<b>225%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>General Timber Stream and Wood and Timber Furniture Stream</b>					
Level 1	24.36	27.29	30.21	34.11	43.85
Level 2	25.08	28.08	31.09	35.11	45.14
Level 3	26.03	29.15	32.27	36.44	46.85
Level 4	26.93	30.16	33.39	37.70	48.47
Level 4A*	27.38	30.66	33.95	38.33	49.28
Level 5	28.38	31.78	35.19	39.73	51.08
Level 6	29.26	32.77	36.29	40.97	52.67
Level 7	30.96	34.68	38.39	43.35	55.73
<b>Pulp and Paper Stream</b>					
Level 1	25.61	28.69	31.76	35.86	46.10
Level 2	26.50	29.68	32.86	37.10	47.70
Level 3	27.04	30.28	33.53	37.85	48.67
Level 4	27.56	30.87	34.18	38.59	49.61
Level 5	28.38	31.78	35.19	39.73	51.08
Level 6	29.26	32.77	36.29	40.97	52.67
Level 7	30.15	33.77	37.39	42.21	54.27
Level 8	30.96	34.68	38.39	43.35	55.73
Level 9	31.85	35.67	39.49	44.59	57.33

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses D.1.1 and D.1.2.

\* Level 4A applies to Wood and furniture stream only.

\* Fire fighting employees are entitled to a different pay rate after working more than 2 hours on a Saturday, see clause 14.3(f).

## Schedule E—Summary of Monetary Allowances

See clause 22—Wage-related allowances and clause 23—Expense-related allowances for full details of allowances payable under this award.

### E.1 Wage-related allowances

**E.1.1** The following wage-related allowances are based on the weekly [standard rate](#) defined in clause 2—Definitions as the minimum weekly rate for a Level 5 in clause 20—Minimum rates = **\$862.50**. These rates are to be paid in accordance with clauses 22 and 23.

Allowance	Clause	% of standard rate	\$	Payable
Forest work <sup>1</sup>	22.3(a)	3.20	27.60	per week
Low loader <sup>1</sup>	22.4(a)	0.17	1.47	per each additional complete tonne
Leading hand supervising—2 to 6 employees	22.5(a)	3.30	28.46	per week
Leading hand supervising—more than 6 employees	22.5(b)	5.10	43.99	per week
Cleaning of boilers and associated equipment	22.6	0.20	1.73	per hour
Repairs inside boilers and associated equipment	22.7	0.15	1.29	per hour
Additional allowances for engine drivers/firemen—in charge of plant	22.8(a)	4.20	36.23	per week
Additional allowances for engine drivers/firemen—cleaner, greaser or oiler, under supervision of engine driver, who stops or starts engine	22.8(a)	4.20	36.23	per week
Additional allowances for engine drivers/firemen—driver, where 2 or more fork-lifts or cranes engaged on one lift	22.8(a)	0.40	3.45	per day
First aid	22.9	2.00	17.25	per week
Charred timber	22.10	0.70	6.04	per day
Dirty work	22.11	0.33	2.85	per day

**Timber Industry Award 2020**

<b>Allowance</b>	<b>Clause</b>	<b>% of standard rate</b>	<b>\$</b>	<b>Payable</b>
Wet places	22.12(a)	0.06	0.52	per part of day/shift whilst so engaged
Hot work—between 46°C to 54°C	22.13(a)(i)	0.06	0.52	per hour
Hot work—in excess of 54°C	22.13(a)(ii)	0.10	0.86	per hour
Cold places—below 0°C	22.14(a)	0.06	0.52	per hour
Confined spaces	22.15	0.08	0.69	per hour or part thereof
Height money	22.16	0.20	1.73	per day or shift or part thereof
Stand-by	14.3(p)(iii)	1.0116	8.73	per hour

<sup>1</sup> This allowance applies for all purposes.

**E.1.2 Adjustment of wage-related allowances**

Wage-related allowances are adjusted in accordance with increases to wages and are based on percentage of the [standard rate](#) as specified.

**E.2 Expense-related allowances**

**E.2.1** The following expense-related allowances will be payable to employees in accordance with clause 23:

<b>Allowance</b>	<b>Clause</b>	<b>\$</b>	<b>Payable</b>
Vehicle	23.2(a)	0.78	per km
Meal—overtime	23.3(a)	14.70	per meal
Tools—millwright	23.4(a)	4.92	per week
Tools—utility person	23.4(a)	3.80	per week
Tools—furnishing employee—tradesperson	23.4(b)(i)	14.97	per week
Tools—furnishing employee—insurance—a maximum amount of	23.4(b)(ii)	741.69	
Camping (including firefighters)—per working day	23.5	24.84	per day
Camping (including firefighters)—maximum per week—a maximum amount of	23.5	173.92	per week



**E.2.2 Method of adjusting 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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle/ travel allowance and camping allowance	Private motoring sub-group

## Schedule F—School-based Apprentices

- F.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- F.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.4** For the purposes of clause F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule G—Supported Wage System

**G.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**G.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged.

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### G.3 Eligibility criteria

**G.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**G.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### G.4 Supported wage rates

**G.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause G.5)	Relevant minimum wage
%	%
10	10

Assessed capacity (clause G.5)	Relevant minimum wage
%	%
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**G.4.2** Provided that the minimum amount payable must be not less than **\$87** per week.

**G.4.3** Where an employee's assessed capacity is **10%**, they must receive a high degree of assistance and support.

## **G.5 Assessment of capacity**

**G.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**G.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

## **G.6 Lodgement of SWS wage assessment agreement**

**G.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**G.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **G.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

## **G.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **G.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **G.10 Trial period**

- G.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- G.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- G.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- G.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- G.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause G.5.

Schedule H—Piece Rates for Workers in Specified Districts

**H.1 District piece rates**

**H.1.1** A faller must fall trees and trim to a reasonable degree as can be achieved safely.

**H.1.2** Landing deductions do not apply to falling operations. The landing rate shown is to be added to the falling table where a faller completes all work required to prepare logs for loading.

**H.1.3 Bass District of Tasmania faller’s rate table**

Coup Assessment	Sawlog	Sawlog	Mixed	-85	-56	-56 Non-Con
	\$/m <sup>3</sup>	\$/t	\$/t	\$/t	\$/t	\$/t
A1	4.53	4.08	3.02	3.38	3.74	4.50
A2	4.71	4.27	3.34	3.55	3.91	4.68
A3	4.88	4.44	3.32	3.71	4.07	4.87
A4	5.29	4.81	3.55	3.94	4.40	5.28
B1	4.88	4.44	3.33	3.71	4.08	4.87
B2	5.12	4.65	3.41	3.87	4.27	5.10
B3	5.34	4.83	3.58	3.98	4.44	5.31
B4	5.72	5.27	3.89	4.30	4.81	5.72
C1	5.29	4.82	3.56	3.98	4.40	5.29
C2	5.53	5.04	3.72	4.21	4.65	5.49
C3	5.72	5.27	3.89	4.30	4.81	5.72
C4	6.19	5.64	4.21	4.68	5.19	6.19
Landing	1.27	1.13	0.96	0.96	1.03	1.27

**H.1.4 Eastern District of Tasmania faller's rate table**

Coup Assessment	Sawlog	Conventional			Non-conventional		
		Sawlog	Mixed	-85	Mixed	-85	-40
		\$/m <sup>3</sup>	\$/t	\$/t	\$/t	\$/t	\$/t
A1	4.53	4.08	3.02	3.38	3.20	3.55	5.27
A2	4.71	4.27	3.34	3.55	3.34	3.71	5.46
A3	4.87	4.44	3.32	3.56	3.42	3.86	5.68
A4	5.29	4.81	3.55	3.94	3.73	4.21	6.04
B1	4.88	4.44	3.33	3.71	3.42	3.89	5.68
B2	5.12	4.65	3.41	3.87	3.62	3.98	5.91
B3	5.34	4.83	3.58	3.98	3.74	4.21	6.19
B4	5.72	5.27	3.89	4.30	4.03	4.52	6.64
C1	5.29	4.82	3.56	3.98	3.73	4.21	6.11
C2	5.52	5.04	3.72	4.21	3.91	4.30	6.41
C3	5.72	5.27	3.89	4.30	4.08	4.59	6.65
C4	6.22	5.64	4.21	4.68	4.35	4.87	7.22
Landing	1.27	1.13	0.96	0.96	0.96	0.96	1.45

**H.1.5 Softwood falling table: softwood falling in the Eastern and Bass Districts**

	Manual	Pulp	Pulp	Short	Short	Short	Short	Long	Long
	T1R3	wood	wood	s/log	s/log	peelers	peelers	s/log	s/log
	\$T25	(+1.5)	(-1.5)	(+1.5)	(-1.5)	(+1.5)	(-1.5)	(+1.5)	(-1.5)
	\$/t	\$/t	\$/t	\$/t	\$/t	\$/t	\$/t	\$/t	\$/t
<b>Falling</b>									
<b>A</b>	15.89	7.12	8.20	8.62	9.69	8.77	9.89	7.63	8.73
<b>B</b>	16.37	7.36	8.72	8.82	10.24	9.05	8.25	7.87	9.23
<b>C</b>	16.78	7.71	9.03	9.21	10.55	9.38	10.70	8.21	9.56

**H.1.6 Cull falling rates in the Eastern and Bass Districts**

Stump diameter (where cut)	Payment per tree
	\$
0–25 cm	1.05
26–50 cm	2.18
51–75 cm	3.27
76–100 cm	4.32
101–150 cm	10.86
151–200 cm	15.21
over 200 cm	17.42

**H.1.7 Guidelines**

- (a) The faller is to mark each cull tree stump clearly with a number which matches the documentation in the faller’s cull felling book. The payment per tree is payable each pay period provided the faller has made available to the employer adequate documentation by the close of the period.
- (b) The payment is for the felling of dangerous trees that are proven by the faller not to contain commercial wood.



## Schedule I—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Schedule J—**Agreement to Cash Out Annual Leave**

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule K—Part-day public holidays

- K.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- K.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) An employee whose ordinary pattern of work involves rostered shifts which include the hours on the declared or prescribed part-day public holiday but who is not rostered to work on the declared or prescribed part-day public holiday, and who is entitled to the benefit of clause 33.3 or 33.4 of this award, shall be entitled to the benefit of those clauses on a pro-rata basis, by reference to the number of ordinary hours falling on the declared or prescribed part-day public holiday. An employee whose ordinary pattern of work DOES NOT include rostered shifts which include the hours on the declared or prescribed part-day public holiday shall not be entitled to the benefit of clauses 33.3 and 33.4 of this award.
- K.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

## Schedule X—Additional Measures During the COVID-19 Pandemic

Schedule X inserted in accordance with [PR718141](#).

**X.1** Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.

**X.2** During the operation of Schedule X, the following provisions apply:

### **X.2.1 Unpaid pandemic leave**

(a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.

(b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).

(c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).

(d) A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.

(e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the NES.

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

### **X.2.2 Annual leave at half pay**

(a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.

(b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

(c) A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the Act.

NOTE 2: Under section 340(1) of the Act, an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the Act, an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the Act, a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.