

The Concrete Products Award—Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
9 October 2014	Correct minor technical and drafting errors	6, 10.1, 11.3(a)(i), 20.2, Schedule B and Schedule D
	Exposure draft	
2 February 2015	Incorporate changes resulting from [2014] FWCFB 9412	1.2, 1.5, 2, 5, 3.5, 6.5, 6.6, 9.3, 10.3, 13.2, 15, 16, 17, 18, 19, 20, 20, 21, Schedule E, Schedule F and Schedule G
	Exposure draft	
9 September 2016	Corrected error	20.2
	Incorporate changes resulting from [2014] FWCFB 3023	15
	Incorporates changes resulting from [2015] FWCFB 4658	1, 15, Schedule B
	Incorporates changes resulting from [2015] FWCFB 3500 , PR566866	11, Schedule C
	Incorporates changes resulting from [2016] FWCFB 3500 , PR579826 , PR579560 and PR581528	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporates changes resulting from PR580863	Schedule F
	Incorporate changes resulting from PR582989	15, Schedule H, Schedule I
	Incorporate changes resulting from PR584091	14.7, Schedule J
	Incorporating agreed changes	3.1, 13.2(d), 13.3(a), 13.3(e), 13.4(c), 13.4(d), 18.2, 20.2, C.3
Exposure draft		
13 June 2017	Note added	Schedule B
	PR586482	13.9
	Exposure draft	
13 February 2019	Incorporates changes resulting from [2017] FWCFB 3176 , PR593839	10.5, Schedule E
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 3.2, 3.5, 4.8, 15, 23.6, Schedule A, Schedule G
	Incorporates changes resulting from [2014] FWCFB 9412 , [2015] FWCFB 4658 and [2015] FWCFB 6656	1.5(deleted), 2.2, 2.3, 10.3(a), 10.3(b), 11.2(a), Schedule G
	Incorporate changes resulting from PR598110	Schedule F

The Concrete Products Award—Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporates changes resulting from [2018] FWCFB 3500, PR606381, PR606536, PR606630	10, 10.5, Schedule B, Schedule D, 11, Schedule C, Schedule D
	Corrected error	22.1(b)(i), 22.1(b)(ii)
	Incorporates changes resulting from [2018] FWCFB 3936, PR609374	19A
	Incorporates changes resulting from [2018] FWCFB 3802	6.6(e), 5.1, 6.6(b)(i), 8.3(c), 8.4(a)(ii), 9.1, 10.2, 11.1, 11.2(f), 13.2(d), 13.3, 13.4, 13.6, 13.7, 13.8, 18.2, 20.2, B.2.2, C.3
	Tables merged by AMOD to remove unnecessary duplication.	10.2
	Incorporates changes resulting from PR701683	Schedule F
	Incorporates changes resulting from [2018] FWCFB 6863, PR701459	4A
	Administrative changes by Modern Awards team	10.3 (deleted), 10A
	Incorporates changes resulting from [2015] FWCFB 4658	10A
	Incorporates changes resulting from [2018] FWCFB 4735, PR610085	10A
	Incorporates changes resulting from [2018] FWCFB 4704, PR610219	4, 20, 22, 22A, 23
	Incorporates changes resulting from [2018] FWCFB 1548	5.1

A text box indicates that the Exposure Draft has been amended.

Changes agreed to by parties appear in red text.

Underlined text indicates new text that is to be included as a result of a technical and drafting decision.

Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.

Changes resulting from a determination are incorporated without any underlined text or strikethrough text.

EXPOSURE DRAFT

Concrete Products Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Concrete Products Award 2010** (the Concrete award) as at 5 September 2014. This exposure draft does not seek to amend any entitlements under the Concrete award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/70](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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Part 1—Application and Operation

1. Title and commencement

1.1 This award is the *Concrete Products Award 20XX*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) para [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. 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.

1.4 Schedule G—Definitions sets out definitions that apply in this award.

Clause 1.5 deleted in accordance with [\[2015\] FWCFB 6656](#) para [74].

~~1.5 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.~~

1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

Clause 2.2 and 2.3 amended in accordance with [\[2014\] FWCFB 9412](#) at [26]-[29].

2.2 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply. Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

~~2.3 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.~~ 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.

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the concrete products industry and their employees in the classifications listed in Schedule A—Classifications ~~to the exclusion of any other modern award.~~

Definition of **concrete products industry** retained in coverage clause in accordance with [\[2017\] FWCFB 3433](#) at [339].

- 3.2 The **concrete products industry** means the fabrication or manufacture of cement products or concrete products including concrete panels, concrete pipes, monier or concrete tubs, baths, sinks, ventilating shafts, troughs, blocks, rollers, tiles, pavers, slabs, gutter bridges, plates, pile armours, bridge piles and similar articles and preparing reinforcement of steel or wire for use in making such articles.
- 3.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 3.4 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 3.1 are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.5 This award does not cover:

References to Fair Work Act changed to ‘Act’. See [\[2017\] FWCFB 3433](#) at [350].

- (a) an employee excluded from award coverage by ~~*Fair Work Act 2009* (Cth)~~ (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*), 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.

Note deleted in accordance with para [35] [\[2014\] FWCFB 9412](#).

NOTE: Section ~~143(7)~~ of the [Act](#) describes classes of employees who are excluded from being covered by a modern award.

- 3.6 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.

4. Individual flexibility arrangements

Clause 4 substituted in accordance with [PR610219](#).

- 4.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 4.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 4.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 4.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 4.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 4.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.

- 4.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- 4.8** Except as provided in clause 4.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 4.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 4.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 4.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 4.12** An agreement terminated as mentioned in clause 4.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 4.13** The right to make an agreement under clause 4 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

4A. Requests for flexible working arrangements

Clause 4A inserted in accordance with [PR701459](#).

4A.1 Employee may request change in working arrangements

Clause 4A applies where an employee has made a request for a change in working arrangements under s.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 s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 4A is an addition to s.65.

4A.2 Responding to the request

Before responding to a request made under s.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 s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

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

4A.3 What the written response must include if the employer refuses the request

Clause 4A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 4A.2.

- (a) The written response under s.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.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 4A.2, the written response under s.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.

4A.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 4A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

4A.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 4A, can be dealt with under clause 23—Dispute resolution.

5. Facilitative provisions

Clause 5.2 amended in accordance with [\[2018\] FWCFB 3802](#) at [129].

- 5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

Clause 5.2 amended in accordance with [\[2018\] FWCFB 1548](#) at [756].

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

Clause	Provision	Agreement between an employer and:
8.2(b)	Ordinary hours of work	The majority of employees
9.2(b)	Crib breaks	An individual
9.3(b)	Paid rest break	The majority of employees
<u>10A.1</u>	<u>Payment of wages</u>	<u>An individual</u>
15.3	Annual leave in advance	An individual
<u>15.10</u>	<u>Cashing out of annual leave</u>	<u>An individual</u>
18.4	Substitution of public holidays by agreement	The majority of employees
6.6(e)	Casual conversion	An individual or the majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

- 6.1** Employees will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

- 6.2** At the time of commencing employment, an employer must inform an employee, in writing, of the category of their employment; whether it is full-time, part-time or casual.

6.3 Full-time employees

A full-time employee is engaged to work an average of 38 ordinary hours per week.

6.4 Part-time employees

- (a) A part-time employee is:
 - (i) engaged to work less than 38 ordinary hours per week; and
 - (ii) works a regular number of ordinary hours each week.
- (b) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work specifying at least:
 - (i) the hours to be worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the actual starting and finishing times each day.
- (c) Any agreement to vary the regular pattern of work will be made in writing, before the variation occurs.
- (d) The agreement and variation will be retained by the employer and a copy given to the employee.
- (e) A part-time employee employed under clause 6.4 will be paid at the ordinary hourly rate for their classification in clause 10.1 (for ordinary hours worked).

6.5 Casual employees

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) Casual loading
 - (i) For each ordinary hour worked, a casual employee must be paid:
 - the ordinary hourly rate; and
 - a loading of 25% of the ordinary hourly rate,for the classification in which they are employed.
 - (ii) A casual employee must be paid for a minimum of four hours on each day the employee is engaged.
 - (iii) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.

6.6 Casual conversion

Casual conversion clause referred to Plain Language Full Bench, see [\[2018\] FWCFB 5602](#) at [20].

- (a) Eligible casual employee
 - (i) An **eligible casual employee** is a casual employee:
 - who works on a regular and systematic basis;

- who is employed under this award for a sequence of periods over six months; and
 - whose employment is to continue beyond the conversion process.
- (ii) An eligible casual employee has the right, after six months, to elect to have their contract of employment converted to full-time or part-time employment.

(b) Notice and election of casual conversion

Clause 6.6(b)(i) amended in accordance with [\[2018\] FWCFB 3802](#) at [135].

- (i) Every employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 6.6 within four weeks of the employee having attained such period of six months.
- (ii) The employee retains their right of election under clause 6.6(b) if the employer fails to comply with clause 6.6(b)(i).
- (iii) An eligible casual employee may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment either:
- upon receiving notice under clause 6.6(b)(i); or
 - after the expiry of the time for giving notice.
- (iv) An eligible casual employee who does not elect to convert their contract of employment to full-time or part-time employment within four weeks of receiving written notice is deemed to have elected against any conversion.
- (c) Full-time or part-time conversion**
- (i) An eligible casual employee who has worked on a full-time basis throughout their period of employment has the right to elect to convert their contract of employment to full-time employment.
- (ii) 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.
- (iii) However, the employer and the employee may agree on an alternative arrangement.
- (iv) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 6.6(b)(iii), the employer and employee must, subject to clause 6.6(b)(iii), discuss and agree on:
- whether the employee will be full-time or part-time; and

- if 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 6.4—Part-time employment.
- (v) Following agreement being reached, the employee converts to full-time or part-time employment.
- (d) Employer consent or refusal to casual conversion
 - (i) The employer must consent to or refuse the election within four weeks of receiving notice of the eligible casual employee's election. The employer must not unreasonably refuse consent to the election.
 - (ii) Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned and a genuine attempt made to reach agreement.
 - (iii) After an employee has converted to a full-time or part-time employee, they may only revert to casual employment by written agreement with the employer.

Clause 6.6(e) deleted in accordance with [\[2018\] FWCFB 3802](#) at [138].

~~(e) An employee must not be engaged and re-engaged to avoid any obligation under this award.~~

Clause 6.6(f) inserted in accordance with [\[2018\] FWCFB 3802](#) at [129] and renumbered as 6.6(e).

- (e) 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 6.6(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 6.6(a).

7. Classifications

7.1 All employees covered by this award must be classified according to the structure set out in Schedule A—Classification Definitions. Employers must advise their employees in writing of their classification and any changes to their classification.

7.2 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

Part 3—Ordinary Hours of Work

8. Ordinary hours of work

8.1 38 hour week

- (a) The ordinary hours of work will be an average of 38 per week to be worked over a maximum work cycle of four weeks. Hours will be worked as outlined in clause 8.3.
- (b) Work done outside the spread of hours fixed in accordance with this clause for which overtime rates are payable will be deemed to be part of the ordinary hours of work when otherwise the ordinary hours worked would be less than those prescribed.

8.2 Ordinary hours of work

- (a) For day work, an employee's ordinary hours may be worked:
 - (i) on any day of the week Monday to Friday inclusive; and
 - (ii) between the hours of 6.00 am and 6.00 pm.
- (b) The spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.
- (c) Hours will be worked continuously, except for meal breaks.
- (d) If the employee is a shiftworker, ordinary hours will be worked in accordance with clause 13—Shiftwork and penalties.

8.3 Method of arranging ordinary working hours

- (a) The ordinary hours of work will not exceed 10 hours on any day. Provided that:
 - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement of the employer and the majority of employees in the plant or section or sections concerned; and
 - (ii) by arrangement between an employer and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - proper health monitoring procedures being introduced;
 - suitable roster arrangements being made;
 - proper supervision being provided;
 - adequate breaks being provided; and
 - an adequate trial or review process being implemented through the consultative process in clause 22—Consultation about major workplace

change and clause 22A—Consultation about changes to rosters or hours of work.

- (b) The method of implementing the 38 hour week will be determined by agreement between the employer and the majority of directly affected employees, from one or more of the following:
- (i) by employees working less than eight ordinary hours each day;
 - (ii) by employees working less than eight ordinary hours one or more days each week; and/or
 - (iii) by all employees having one rostered day off, excluding public holidays, in each 20 day work cycle, eight hours being worked on each of the other 19 days of those four weeks.

Clause 8.3(c) inserted in accordance with [\[2018\] FWCFCB 3802](#) at [125].

- (c) Provided that the ordinary hours may be worked by such other method that is agreed upon between the employer and the majority of employees directly affected.
- (d) Circumstances may arise where different methods of implementing a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.

8.4 Rostered days off

Clause 8.4 (ii) and (iii) amended in accordance with [\[2018\] FWCFCB 3802](#) at [125].

- (a) Where rostered days off are implemented, the rostered day off is to be nominated by the employer:
 - (i) by fixing one weekday upon which all or any number of employees will be off during a particular 20 day work cycle; or
 - (ii) by rostering employees off on various weekdays during a particular 20 day work cycle. ~~or~~
 - (iii) ~~by such other method that is agreed upon between the employer and the majority of employees directly affected.~~
- (b) Subject to operational requirements, preference will be given to rostered days off being arranged to suit individual requests.
- (c) An employee's rostered day off may be substituted for another day where the employer and:
 - the directly affected employee; or
 - a majority of directly affected employees in the plant or a section or sections of the plant,

agree to substitute the rostered day off for another day. Where the rostered day off is substituted for another day, the substituted day will be paid at ordinary time rates.

- (d) Excluding circumstances beyond the control of the employer, the employer must give at least seven days' advance notice of the rostered days off allocated to employees.
- (e) Where the hours of work of an establishment, plant or section are organised in accordance with clause 8.3 an employer may require the employee/s to accrue up to a maximum of five rostered days off.
- (f) Where a rostered day off is accrued, it will be allowed and taken within 12 months of its original due date.
- (g) The procedure for resolving special, anomalous or extraordinary problems will be applied in accordance with 23—Dispute resolution. The procedure will be applied without delay.
- (h) During each entitlement of four weeks' annual leave, the employee is deemed to have accumulated and taken a rostered day off.

9. Breaks

9.1 Unpaid meal breaks

Clause 9.1(c) amended in accordance with [\[2018\] FWCFB 3802](#) at [141]

- (a) An employee is entitled to a meal break of not less than 30 minutes and not more than one hour. The meal break must be commenced within the fourth to sixth hours from the commencement of ordinary working hours.
- (b) The employer may in appropriate circumstances reasonably require an employee to change the time of taking the meal break to ensure continuity of production.
- (c) An employee required to defer the meal break beyond the sixth hour of the shift will be paid at the rate of ~~time and a half~~ **150%** of the ordinary hourly rate until the meal break is taken or the end of the shift, whichever first occurs.
- (d) The employer may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.

9.2 Crib breaks

- (a) An employee who is required to work for more than two hours beyond their normal ceasing time in any day will be allowed a paid crib break of 20 minutes at ordinary rates. After each further four hours worked, an employee will be entitled to a further crib break of 20 minutes without deduction of pay, if the employee continues working after that crib break.
- (b) The employee and employer may agree to any variation of these provisions to suit the circumstances of the work in hand. Provided that the employer will not be required to make payment in respect of any crib break in excess of 20 minutes.

9.3 Paid rest break

- (a) An employee is entitled to take one 7.5 minute rest break prior to the meal break. If an employee is required to work more than six hours on any day or shift the employee is entitled to take a further rest break of 7.5 minutes after the meal break.
- (b) If the employer and the majority of employees at a particular plant agree, one 15 minute break per day may taken at a mutually agreeable time instead of the two breaks in clause 9.3(a).
- (c) Paid rest breaks will be counted as time worked.

Part 4—Wages and Allowances

10. Minimum wages

Monetary amounts have been adjusted as a result of AWR 2018.

10.1 See Schedule B for a summary of hourly rates of pay for employees (other than tile manufacturing employees) including overtime and penalties.

10.2 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

Tables amended in accordance with [\[2018\] FWCFB 3802](#) at [125] (notes deleted); tables for concrete products and tile manufacturing merged by AMOD (separate tables no longer necessary)

Preamble and table headings issue referred to Plain Language Full Bench, see [\[2018\] FWCFB 3802](#) at [125].

(a) Concrete products employees—other than in the manufacture of tiles

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$
Level 1	719.20	18.93
Level 2	739.80	19.47
Level 3	768.30	20.22
Level 4	794.70	20.91
Level 5	837.40	22.04

(b) Tile manufacturing employees

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$
Level 1	719.20	18.93
Level 2	739.80	19.47
Level 3	768.30	20.22
Level 4	794.70	20.91
Level 5	837.40	22.04

10.3 ~~Payment of wages~~

Clause 10.3 renumbered as clause 10A.

~~(a) **Frequency of pay**~~

~~Wages, including overtime, any penalties and allowances, must be paid weekly or, by agreement between the employer and the employee, fortnightly.~~

~~(b) **Method of payment**~~

~~An employer may pay an employee's wages by electronic funds transfer (EFT) into a bank or financial institution nominated by the employee or by cash or cheque.~~

~~(c) **Time of payment—cash or cheque**~~

~~If payment is by cash or cheque, wages will be paid during ordinary working hours.~~

~~(d) **EFT wages fail to be deposited**~~

~~When an employee is paid by way of EFT and their wages are not in their nominated account on the designated pay day, the employer, if requested to do so by the employee, must provide their wages in cash by conclusion of the next day's shift.~~

10.3 ~~10.4 Higher duties~~

~~(a) An employee required by the employer to perform the duties of a position at a higher classification level for more than two hours during one day or shift, must be paid the rate applicable to that higher level for all work done on that day.~~

~~(b) An employee required by the employer to perform the duties of a position at a higher classification level for two hours or less, must be paid the higher rate for the actual time worked at that higher level.~~

10.4 ~~10.5 Supported wage system~~

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

10.5 ~~10.6~~ **National training wage**

Clause 10.5 substituted per [PR593839](#); varied by [PR606381](#).

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Concrete Products Award 2010* and not the *Miscellaneous Award 2010*.

~~For employees undertaking a traineeship, see Schedule E—National Training Wage.~~

10A. Payment of wages

Clause 10.3 renumbered as clause 10A; Note inserted in accordance with [\[2015\] FWCFB 4658](#); clause 10A varied in accordance with [PR610085](#).

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.

10A.1 Frequency of pay

Wages, including overtime, any penalties and allowances, must be paid weekly or, by agreement between the employer and the employee, fortnightly.

10A.2 Method of payment

An employer may pay an employee’s wages by electronic funds transfer (EFT) into a bank or financial institution nominated by the employee or by cash or cheque.

10A.3 Time of payment—cash or cheque

If payment is by cash or cheque, wages will be paid during ordinary working hours.

10A.4 EFT wages fail to be deposited

When an employee is paid by way of EFT and their wages are not in their nominated account on the designated pay day, the employer, if requested to do so by the employee, must provide their wages in cash by conclusion of the next day’s shift.

10A.5 Payment on termination of employment

- (c) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).

- (d) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

11. Allowances

Monetary amounts adjusted as a result of AWR 2018; cross reference corrected in accordance with [\[2018\] FWCFB 3802](#) at [125].

- 11.1 Employers must pay to an employee such allowances as the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances.

11.2 Wage related allowances

(a) All purpose allowances

Clause 11.2(a) amended in accordance with [\[2015\] FWCFB 4658](#) at [91].

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, loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:

- (i) industry allowance—concrete products employees (clause 11.2(b)(i)); and
- (ii) industry allowance—tile manufacturing employees (clause 11.2(b)(ii)).

(b) Industry allowance

(i) Concrete products employees—other than in the manufacture of tiles

An industry allowance of **\$21.58** per week will be payable to an employee working in the concrete products industry, with the exception of employees working in factories whose sole purpose is the manufacture of tiles. This allowance will be in addition to all other payments, and will be paid for all purposes of this award.

(ii) Tile manufacturing employees

An industry allowance of **\$14.38** per week will be paid to employees working in factories whose sole purpose is the manufacture of tiles. This allowance will be in addition to all other payments, and will be paid for all purposes of this award.

(c) Cement or concrete allowance

An allowance of **\$0.57** per hour is payable to an employee working with cement or concrete articles (in and out of tanks) for all time actually spent in tanks containing water. The allowance will be paid for a minimum of four hours.

(d) First aid allowance

Any employee appointed by the employer to perform first aid duty in addition to their ordinary duties will be paid an allowance of **\$2.88** per day.

(e) Leading hand allowance

A leading hand allowance is payable to an employee who is in charge of other employees. A leading hand will be paid the higher of:

- (i) the rate prescribed for the highest class of work supervised; or
- (ii) their own classification rate with the following additional allowance:

In charge of	\$ per week
1 or 2 employees	20.86
3 to 6 employees	27.33
More than 6 employees	33.08

(f) Bituminous sprayer allowance

Clause 11.2(f) amended in accordance with [\[2018\] FWCFB 3802](#) at [125].

- (i) An employee spraying or using bituminous and other similar preparations on exterior surfaces will be paid an allowance of **\$0.57** per hour or part of an hour whilst so engaged.
- (ii) An employee engaged on the preparation and/or the application of epoxy based materials will be paid an allowance of **\$0.89** per hour, or part of an hour whilst so engaged.
- (iii) An employee required to use a sand-blasting machine will be paid an allowance of **\$0.89** per hour or part of an hour whilst so engaged.

(g) Fork-lift operators allowance

Where two or more fork-lifts or cranes are engaged in any one lift, the drivers of the fork-lifts will be paid an additional amount of **\$4.64** per week for the time so occupied.

11.3 Expense related allowances

(a) Meal allowance

- (i) A meal allowance of **\$15.27** is payable to an employee when:
- the employee is required to work more than two hours beyond the completion of the employee's ordinary hours; and
 - the employee was not notified on the previous day or earlier that they will be required to work overtime; and
 - the employer has not supplied the employee with a meal.
- (ii) The allowance is payable for the first and subsequent meals.
- (iii) If an employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they will be paid the meal allowance for those meals they have provided themselves.

(b) Accommodation allowance

Where an employee is unable to return to their home the same night and the employer does not provide board and lodging the employer will pay:

- (i) **\$82.49** per day for the first seven days; and
- (ii) **\$577.11** per week for any subsequent week or part thereof.

(c) Distant work

All reasonable fares for travel to and from an employee's place of work will be reimbursed for work done away from the employer's place of business.

(d) Boot allowance

- (i) By agreement between the employer and majority of employees, all employees will either:
- receive **\$3.20** per week for the purchase of approved safety boots;
 - be issued with up to three pairs of safety boots per annum when provided with satisfactory evidence that any boots issued previously are no longer serviceable; or
 - have made available to them the above items which will remain the property of the employer.
- (ii) A new employee who leaves within a period of four weeks of commencement will be charged the cost of boots supplied but this charge will be reduced by 25% for each completed week worked.

(e) Clothing allowance

- (i) By agreement between the employer and the majority of employees, all employees will either:

- Receive **\$2.60** per week for the purchase of items outlined in 11.3(e)(i);
 - be issued with two sets of overalls or suitable alternative clothing at the commencement of employment and at the beginning of each subsequent 12 month period, provided that each employee will receive on a needs basis, an additional issue of overalls or suitable alternative clothing where due to the work location and/or type of work such issue is necessary; or
 - have made available to them the above items which will remain the property of the employer.
- (ii) A new employee who leaves within a period of four weeks of commencement will be charged the cost of clothing supplied but this charge will be reduced by 25% for each completed week worked.

(f) Loss of clothing

The employer will be responsible for reimbursement of up to a maximum of **\$746.90** for an employee's clothing which may be destroyed by fire in a changing house or other shelter provided that such destruction is not in any way caused by the employee's own act or neglect.

(g) Protective clothing allowance

- (i) When an employee is called upon to work in water or rain, the employer will reimburse the employee for the cost of purchasing:
- suitable boots and waders;
 - a waterproof overcoat; and
 - a sou'wester.
- (ii) Reimbursement does not apply where the above items are paid for by the employer, issued in good and clean condition, and replaced on a fair wear and tear basis.
- (iii) The loss of protective clothing provided by the employer, due to the neglect or misuse by the employee will be charged against their wages, provided that no charge will be made in respect of reasonable wear and tear.

(h) Tool allowance

The employer will supply each employee with all the required tools and gloves for the performance of their duties, or by agreement between the employer and the individual employee, the employer may reimburse the employee for reasonable expenses where a receipt is provided.

(i) Transfer between jobs

An employee transferred by the employer from one job to another job on the same day will be paid for the time spent in travelling as for time worked.

12. Superannuation

12.1 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.

12.2 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.

12.3 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 12.2.
- (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 12.3(a) or 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or 12.3(b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or 12.3(b), to one of the following superannuation funds or its successor:

- (a) CareSuper;
- (b) Cbus;
- (c) Westscheme

- (d) 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
- (e) a superannuation fund or scheme which the employee is a defined benefit member of.

12.5 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 12.2 and pay the amount authorised under clauses 12.3(a) or 12.3(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—Penalties and Overtime

13. Shiftwork and penalties

13.1 Definitions

In this award:

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

continuous work means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer

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

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

13.2 Hours—continuous work shifts

This clause will apply to shiftworkers on continuous work.

- (a) The ordinary hours for shiftworkers on continuous work will be an average 38 per week inclusive of crib breaks and will not exceed 152 hours in 28 consecutive days.
- (b) Where the employer and the majority of affected employees agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
- (c) Subject to the provisions of this clause, shiftworkers will work at such times as the employer may require.

Clause 13.2(d) amended in accordance with [\[2018\] FWCFB 3802](#) at [125].

- ~~(d) Subject to compliance with clause 8.3(a), a shift will consist of not more than 10 hours inclusive of crib breaks in accordance with clause 8.3(a).~~
- (d) A shift will consist of not more than 10 hours inclusive of crib time; provided that:
 - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned; and
 - (ii) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - proper health monitoring procedures being introduced;
 - suitable roster arrangements being made;
 - proper supervision being provided;
 - adequate breaks being provided; and
 - an adequate trial or review process being implemented through the consultative process in clause 22—Consultation about major workplace change and clause 23A—Consultation about changes to rosters or hours of work.
- (e) Except at the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.
- (f) Twenty minutes will be allowed to shiftworkers each shift for a crib break which will be counted as time worked.

13.3 Hours—other than continuous work

This clause will apply to shiftworkers not on continuous work.

- (a) The ordinary hours for shiftworkers not on continuous work are an average of 38 hours per week to be worked on one of the following bases:
 - (i) 38 hours within a period not exceeding seven consecutive days;

- (ii) 76 hours within a period not exceeding 14 consecutive days;
 - (iii) 114 hours within a period not exceeding 21 consecutive days; or
 - (iv) 152 hours within a period not exceeding 28 consecutive days.
- (b) An afternoon or night shiftworker will be allowed 20 minutes crib time in each shift which will be counted as time worked and paid for as such.
 - (c) The rostered hours will be worked continuously except for meal breaks at the discretion of the employer.
 - (d) An employee will not be required to work for more than six hours without a meal break.

Clause 13.3(e) amended in accordance with [\[2018\] FWCFCB 3802](#) at [125] and[144].

- (e) The ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than six hours without a meal break. Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours, provided that:
 - ~~(i) the rostered hours of work prescribed in this clause will not exceed 10 hours on any day;~~
 - ~~(ii) shifts may be varied in accordance with clause 8.3(a).~~
 - (i) the ordinary hours of work prescribed in this clause will not exceed 10 hours on any day;
 - (ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
 - (iii) by agreement between an employer, and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - proper health monitoring procedures being introduced;
 - suitable roster arrangements being made;
 - proper supervision being provided;
 - adequate breaks being provided; and
 - an adequate trial or review process being implemented through the consultative process in clause 22—Consultation about major workplace change and clause 23A—Consultation about changes to rosters or hours of work.

13.4 Variation by agreement

- (a) The method of working shifts may be varied by agreement between the employer and the majority of employees concerned.
- (b) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

Clause 13.4(c) and (d) deleted in accordance with [\[2018\] FWCFB 3802](#) at [125].

- (c) In any arrangement of working hours where the rostered working hours are to exceed eight on any shift, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned; and
- (d) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, rostered hours not exceeding 12 on any day may be worked subject to:
 - ~~proper health monitoring procedures being introduced;~~
 - ~~suitable roster arrangements being made;~~
 - ~~proper supervision being provided;~~
 - ~~adequate breaks being provided; and~~
 - ~~an adequate trial or review process being implemented through the consultative process in clause 22—Consultation.~~

13.5 Rosters

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.

13.6 Afternoon or night shift allowances

Inconsistent terminology issue referred to Plain Language Full Bench, see [\[2018\] FWCFB 3802](#) at [125].

Clause 13.6 amended in accordance with [\[2018\] FWCFB 3802](#) at [146].

- (a) A shiftworker on afternoon or night shifts will be paid **115%** of the ordinary hourly rate of pay for such shift.
- (b) A shiftworker who works on an afternoon or night shift which does not continue:
 - (i) for at least five successive afternoons or nights in a five day workshop or six successive afternoons or nights in a six day workshop; or
 - (ii) for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 13.2 or 13.3,

will be paid **150%** of the ordinary hourly rate of pay for each such shift for the first two hours and **200%** for the remaining hours.

(c) An employee who:

- (i) during a period of engagement on shift, works night shift only;
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3rd of their working time off night shift in each shift cycle,

will during such engagement period or cycle be paid **125%** of the employee's ordinary hourly rate of pay for all time worked during ordinary working hours on such night shift.

13.7 Saturday shifts

Clause 13.7 amended in accordance with [\[2018\] FWCFB 3802](#) at [146].

The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday will be **150%** of the ordinary hourly rate of pay.

13.8 Overtime—shiftworkers

Clause 13.8 amended in accordance with [\[2018\] FWCFB 3802](#) at [146].

(a) For all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, shiftworkers will:

- (i) if employed on continuous work be paid **200%** of the ordinary hourly rate of pay; or
- (ii) if employed on other shiftwork, at **150%** of the ordinary hourly rate of pay for the first two hours and **200%** thereafter, except in each case when the time is worked:
 - by arrangement between the employees themselves; or
 - for the purpose of effecting the customary rotation of shifts.

(b) Provided that when not less than seven hours and 36 minutes notice has been given to the employer by a relief worker that they 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.

13.9 Sundays and public holidays

(a) **Shiftworkers on continuous work**

Shiftworkers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or public holiday will be paid as follows:

- (i) Sundays—at the rate of **200%** of the ordinary hourly rate; or
- (ii) public holidays as prescribed by clause 18—Public holidays, at the rate of **200%** of the ordinary hourly rate.

(b) Shiftworkers on other than continuous work

Shiftworkers on other than continuous work for all time worked on a Sunday or public holiday will be paid as follows:

- (i) Sundays—at the rate of **200%** of the ordinary hourly rate; or
 - (ii) public holidays as prescribed by clause 18—Public holidays, at the rate of **200%** of the ordinary hourly rate.
 - (iii) Where shifts commence between 11.00 pm and midnight on a Sunday or a public holiday, the time worked before midnight will not entitle the employee to the Sunday or public holiday rate, provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.
- (c) Where shifts fall partly on a public holiday, that shift, the major portion of which falls on a public holiday, will be regarded as the public holiday shift.

13.10 Shift penalties and extra rates

Inconsistent terminology issue referred to Plain Language Full Bench, see [\[2018\] FWCFB 3802](#) at [125].

Extra rates for Saturdays, Sundays, public holidays and periods of overtime will be in substitution for and not in addition to the shift allowances prescribed in clause 13.6.

14. Overtime

Clause 14 amended in accordance with [PR584091](#) (14.7 inserted).

14.1 Definition of overtime

- (a) For a full-time or casual employee other than a shiftworker, overtime is any time worked outside the ordinary starting and finishing times of work on any one day or shift Monday to Friday.
- (b) For a part-time employee, all time worked in excess of the employee's ordinary hours (agreed in accordance with clauses 6.4(b) or (c)) will be paid at the appropriate overtime rate.
- (c) For an employee who is a shiftworker, overtime is paid in accordance with clause 13.8.
- (d) The assignment of overtime by an employer to an employee will be based on specific work requirements and the practice of 'one in, all in' overtime will not apply.

14.2 Overtime rates—employees other than shiftworkers

An employee, other than a shiftworker, who works overtime at the instruction of the employer must be paid the overtime rates as follows:

For overtime worked on	Overtime rate	Casual overtime rate (inclusive of casual loading)
	% of ordinary hourly rate	
Monday to Saturday—first 2 hours	150%	175%
Monday to Saturday—after 2 hours	200%	225%
Sunday all day	200%	225%

See Schedule B for a summary of hourly rates of pay including overtime.

14.3 Minimum payment for overtime—Saturday and Sunday

- (a) An employee working overtime on a Saturday or Sunday will be paid for a minimum of four hours’ work.
- (b) If, on the instructions of the employer, an employee reports for overtime work on a Saturday or Sunday and is not required to work, the employee will be paid for a minimum of three hours’ work at the applicable overtime rate prescribed in clause 14.2.

14.4 Payment for working rostered day off

The rostered day off prescribed in clause 8.4 may be worked where required by the employer, in which case, in addition to the payment of any accrual which has not previously been paid, the employee will be paid the following overtime rates.

For overtime worked on	Overtime rate % of ordinary hourly rate
Rostered day off prescribed in clause 8.4 – first 2 hours	150%
Rostered day off prescribed in clause 8.4 – after 2 hours	200%

14.5 Call back

An employee recalled to work overtime, Monday to Friday inclusive after leaving the employer’s business premises (whether notified before or after leaving the premises) must be paid for a minimum of four hours’ work at the overtime rate for each time the employee is recalled.

14.6 Rest period after overtime

- (a) When overtime work is necessary it will, wherever reasonably practicable, be arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

- (b) Where an employee, other than a casual employee, has not had at least 10 hours' break between finishing overtime and the commencement of ordinary hours on the next day, the employee must be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Where an employee is directed to resume or continues work without having had the 10 consecutive hours off duty, the employee must be paid at the rate of **200%** of the ordinary hourly rate for time subsequently worked until they are released from duty. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (d) The provisions of this clause will apply to shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift is worked by arrangement between the employees themselves.

14.7 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 14.7.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 14.7 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 14.7 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) 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.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 14.7 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.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), 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.
- (h) The employer must keep a copy of any agreement under clause 14.7 as an employee record.
- (i) 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.
- (j) 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 14.7 will apply, including the requirement for separate written agreements under paragraph (b) 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](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 14.7 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 14.7.

Part 6—Leave, Public Holidays and Other NES Entitlements

15. Annual leave

15.1 Annual leave is provided for in the [NES](#).

15.2 Seven day shiftworkers

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

15.3 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 15.3 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 15.3 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 15.3, 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.

15.4 Close-down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) for the purpose, amongst others, of allowing annual leave to the affected employees or a majority of affected employees, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause.
- (b) In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.
- (c) Where an employee has been given notice pursuant to clauses 15.4(a) or (b) and the employee has:
 - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
 - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or

- (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (d) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

15.5 Excessive leave accruals: general provision

Note: Clauses 15.5 to 15.7 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 Fair Work Act 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 15.2).
- (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 15.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

15.6 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 15.5(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 paragraph (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 15.5, 15.6 or 15.7 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 paragraph (a) that is in effect.

- (d) An employee to whom a direction has been given under paragraph (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 paragraph (d) may result in the direction ceasing to have effect. See clause 15.6(b)(i).

Note 2: Under section 88(2) of the Fair Work Act Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

15.7 Excessive leave accruals: request by employee for leave

Clause 15.7 amended in accordance with [PR582989](#).

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 15.5(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 paragraph (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 15.6(a) that, when any other paid annual leave arrangements (whether made under clause 15.5, 15.6 or 15.7 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 paragraph (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 15.5, 15.6 or 15.7 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 paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 15.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

15.8 Payment for annual leave

- (a) Before the start of an employee's annual leave, the employer must pay the employee:
- (i) instead of the base rate of pay referred to in s.90(1) of the [Act](#), the amount the employee would have earned for working their ordinary hours had they not been on leave; and

Inconsistent terminology issue referred to Plain Language Full Bench, see [\[2018\] FWCFB 3802](#) at [125].

- (ii) whichever is greater of:
- an additional loading of 17.5% of the employee's ordinary hourly rate, including leading hand, industry and first aid allowances where appropriate; or
 - if the employee were a shiftworker prior to taking leave, their shift penalty.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the [Act](#)).

15.9 Electronic funds transfer (EFT) payment of annual leave

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

15.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.10.
- (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 15.10 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 15.10 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 15.10 as an employee record.

Note 1: Under section 344 of the Fair Work Act Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.10.

Note 2: Under section 345(1) of the Fair Work Act Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.10.

Note 3: An example of the type of agreement required by clause 15.10 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

16. Personal/carer's leave and compassionate leave

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

17. Parental leave and related entitlements

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

18. Public holidays

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

Clause 18.2 amended in accordance with [\[2018\] FWCFB 3802](#) at [125].

18.2 Where a shiftworker works on a public holiday they will be paid in accordance with clause ~~13.8~~ 13.9.

18.3 Where an employee other than a shiftworker works on a public holiday they will be paid **250%** of their ordinary hourly rate.

18.4 Substitution of public holidays by agreement

By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.

18.5 Part-day public holidays

For provisions relating to part-day public holidays, see Schedule F—Part-day public holidays

19. Community service leave

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

19A. Leave to deal with family and domestic violence

Clause 19A inserted in accordance with [PR609374](#).

19A.1 This clause applies to all employees, including casuals.

19A.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 19A.2(a) includes a former spouse or de facto partner.

19A.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

19A.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and

- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

19A.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

19A.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 19A. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 19A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 19A.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

19A.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 19A.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 19A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: 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.

19A.8 Compliance

An employee is not entitled to take leave under clause 19A unless the employee complies with clause 19A.

20. Termination of employment

Clause 20 substituted in accordance with [PR610219](#).

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

20.1 Notice of termination by an employee

- (a) Clause 20.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

20.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 20.2 is to be taken at times that are convenient to the employee after consultation with the employer.

21. Redundancy

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

21.2 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.

21.3 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.

21.4 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 20.

Part 7—Consultation and Dispute Resolution

22. Consultation about major workplace change

Clause 22 substituted in accordance with [PR610219](#)

- 22.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 22.2** For the purposes of the discussion under clause 22.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 22.3** Clause 22.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 22.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 22.1(b).
- 22.5** In clause 22 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations;
or
- (g) job restructuring.

22.6 Where this award makes provision for alteration of any of the matters defined at clause 22.5, such alteration is taken not to have significant effect.

22A. Consultation about changes to rosters or hours of work

Clause 22A inserted in accordance with [PR610219](#)

- 22A.1** Clause 22A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 22A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 22A.3** For the purpose of the consultation, the employer must:
 - (a) provide to the employees and representatives mentioned in clause 22A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 22A.4** The employer must consider any views given under clause 22A.3(b).
- 22A.5** Clause 22A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

23. Dispute resolution

Clause 23 substituted in accordance with [PR610219](#)

- 23.1** Clause 23 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 23.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 23.3** If the dispute is not resolved through discussion as mentioned in clause 23.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 23.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 23.2 and 23.3, a party to the dispute may refer it to the Fair Work Commission.
- 23.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 23.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 23.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 23.
- 23.8** While procedures are being followed under clause 23 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 23.9** Clause 23.8 is subject to any applicable work health and safety legislation.

24. Dispute resolution procedure training leave

- 24.1** Subject to clauses 24.7 and 24.9, an eligible employee representative is entitled to, and the employer must grant, up to five days' training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the [Act](#), or with any relevant agreement which is to be read in conjunction with this award.
- 24.2** An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 24.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 24.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 24.5** An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- 24.6** Leave of absence granted pursuant to this clause counts as service for all purposes of this award.
- 24.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is an employee:

- (a) 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; and
- (b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following table:

Number of employees employed by the employer in an enterprise or workplace	Maximum number of eligible employee representatives entitled per year
5–15	1
16–30	2
31–50	3
51–90	4
More than 90	5

24.8 Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.

24.9 For the purpose of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time and part-time employees, and casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under 23—Dispute resolution applies.

Schedule A—Classification Definitions

A.1 Level 1

The 'occupational health and safety' terminology has been referred to the Plain Language Full Bench. See [\[2017\] FWCFB 3433](#) Attachment C and [\[2017\] FWCFB 5536](#) at [582]

A.1.1 Undertaking the employer's induction programme which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow employees, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety and quality assurance.

A.1.2 Employees at this level perform routine duties essentially of a manual nature and to the level of their training;

- (a) perform general labouring and cleaning duties;
- (b) exercise minimal judgment;
- (c) work under direct supervision;
- (d) may undertake structured training so as to enable them to work at level 2; and
- (e) within the limitations of the skill levels as defined employees will be expected to be responsible for the quality of their own work.

A.1.3 Classification descriptors

- Operator of concrete mixing machine with a rated capacity in excess of 0.4 cubic metres (1/2 cubic yard approximately)
- Automatic tile/ridge machine operator
- Maker by hand of tiles, ridges, apexes and starters
- Pipe machine operator
- Employee making pipe specials, i.e. concreting junctions, splays or other articles including the use of cortex and who may be required to work from plans and/or specifications
- Moulder special, employed working from plans and specifications
- Pre-stressed concrete—steel stressing operator
- Automatic block/brick machine operator
- Off-bearer operator
- Operator bending, cutting and/or fixing bars, rods or reinforcement working from plans
- Exposed aggregate maker-finisher (includes control of washing off of wet concrete surfaces)
- Coating machine operator

A.2 Level 2

A.2.1 Employees who have undertaken the employer's induction programme and who have satisfactorily completed training so as to enable them to perform work at this level.

A.2.2 Employees at this level perform work above and beyond the skills of an employee at level 1 and to the level of their training:

- (a) work under direct supervision either individually or in a team environment;
- (b) have a basic product knowledge;
- (c) understand and utilise basic control procedures;
- (d) understand and undertake basic quality control/assurance procedure including the ability to recognise basic quality deviation/faults; and
- (e) within the limitations of the skill levels as defined employees will be expected to be responsible for the quality of their own work.

A.2.3 Indicative of the tasks which an employee at this level may perform are the following:

- (a) repetition work on a minor machine in a production centre;
- (b) use selected hand tools;
- (c) maintain simple records;
- (d) use hand trolleys and pallet trucks;
- (e) assist in the provision of on-the-job training in conjunction with other employees, supervisors/trainers; and
- (f) use and operation of pendant cranes subject to an employee possessing the required licence or permit.

A.2.4 Classification descriptors

- Operator of concrete mixing machine with a rated capacity of less than 0.4 cubic metres but more than 0.12 cubic metres (3½ cubic feet approximately)
- Colour mixer/applicator operator
- Reinforcement welding machine operator
- Moulder of other cement or concrete articles
- Repairer and/or jointer
- Renderer facing concrete articles with float and trowel
- Mould assembler and/or stripper
- Concrete vibrator operator
- Splitter or cuber operator

- Hydraulic flag press operator
- Operator bending, cutting and/or fixing bars, rods, or reinforcement—other
- Exposed aggregate maker—other, including setting up of moulds and making of reconstructed aggregate
- Machine operator not elsewhere included

A.3 Level 3

A.3.1 Employees who have undertaken the employer's induction programme and who have satisfactorily completed training so as to enable them to perform work at this level.

A.3.2 Employees at this level perform work above and beyond the skills of an employee at level 2 and to the level of their training:

- (a) are responsible for the quality of their own work subject to routine supervision;
- (b) work under supervision either individually or in a team environment; and
- (c) exercise discretion within their level of skill and training.

A.3.3 Indicative of the tasks which an employee at this level may perform are the following:

- (a) operate flexibly between production centres;
- (b) operate and set machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level 2;
- (c) operate and is licensed to operate mobile equipment including fork-lifts, overhead cranes and winch operations;
- (d) basic inventory control in the context of a production process;
- (e) basic keyboard skills;
- (f) receiving, dispatching, distributing, sorting, checking and packing (other than repetitive packing in a standard container in which such goods are ordinarily sold) documenting and recording of goods, materials and components;
- (g) boiler attendant;
- (h) ability to measure accurately; and
- (i) assist in the provision of on-the-job training in conjunction with other employees, supervisors/trainers.

A.3.4 Classification descriptors

- Operator of concrete mixing machine with rated capacity less than 0.12 cubic metres, or mixing by hand
- Pipe tester
- Stacker by hand of articles including bricks, blocks, tiles and pipes

- All other employees not elsewhere classified

A.4 Level 4

A.4.1 Employees who have undertaken the employer's induction programme and completed a Certificate level qualification and satisfactorily completed training so as to enable them to perform work at this level.

A.4.2 Employees at this level perform work above and beyond the skills of employees at level 3 and to the level of their training:

- (a) work from complex instruction and procedures;
- (b) assist in the provision of on-the-job training to a limited degree;
- (c) co-ordinate work in a team environment or work individually under general supervision; and
- (d) are responsible for assuring the quality of their own work.

A.4.3 Indicative of the tasks which an employee at this level may perform are the following:

- (a) machine setting, loading and operating;
- (b) inventory and store control;
- (c) licensed operation of all appropriate handling equipment;
- (d) use of tools and equipment within the scope of this grade;
- (e) computer operation at a higher level than that of an employee at level 3;
- (f) intermediate keyboard skills;
- (g) perform basic quality checks on the work of others;
- (h) operates and is licensed and certified for fork-lift, engine driving and crane driving operations at a higher level than level 3;
- (i) has a knowledge of the employer's operation as it relates to production processes;
- (j) lubrication of production machinery equipment; and
- (k) assist in the provision of on-the-job training in conjunction with other supervisors/trainers.

A.4.4 Classification descriptors

(a) Mobile cranes - Lifting capacity

Up to and including 5 tons

Over 5 tons and up to and including 10 tons

Over 10 tons and up to and including 20 tons

Over 20 tons and up to and including 40 tons

Over 40 tons and up to and including 80 tons

Over 80 tons

(b) Fork-lift operators

Lifting capacity up to and including 10 000 lb

Lifting capacity over 10 000 lb

(c) Front-end and/or overhead loaders

Up to and including 1 cubic yard capacity

Over 1 cubic yard and up to and including 3 cubic yards capacity

Over 3 cubic yards capacity

Including 6 cubic yards capacity

Over 6 cubic yards capacity

(d) Tractor (pneumatic tyred) using power operated attachments

Up to and including 50 brake horse power

Over 50 and up to and including 100 brake horse power

Over 100 and up to and including 150 brake horse power

Over 150 brake horse power

(e) Tractor (pneumatic tyred) without power operated attachments

50 brake horse power or under towing trailer

Stiff legged derrick crane

Overhead traverser

Operator of dumper and any other power propelled vehicles

Truck drivers 3 to 6 tons carrying capacity

(f) Crane chaser

(g) Boiler attendant

(h) Segmental paving operator

Employee preparing surfaces for and/or placing

(i) **Sleeper maker (S.A.)**

(j) **Central batching plant operator**

Operating machine in excess of 0.4 cubic metres rates capacity and supplying 3 or more production centres within a factory

(k) **Storeman**

A.5 Level 5

A.5.1 Employees who have undertaken the employer's induction programme and who apply the skills acquired through successful completion of a Trade Certificate level qualification in the production, distribution or stores functions according to the needs of the enterprise.

A.5.2 Employees at this level work above and beyond an employee at level 4 and to the level of their training:

- (a) understand and apply quality control techniques;
- (b) exercise good interpersonal communication skills;
- (c) exercise discretion within the scope of this grade;
- (d) exercise keyboard skills at a level higher than level 4;
- (e) perform work under general supervision either individually or in a team environment; and
- (f) able to inspect products and/or materials for conformity with established operational standards.

A.5.3 Indicative of the tasks which an employee at this level may perform are as follows:

- (a) approve and pass first-off samples and maintain quality of product;
- (b) work from production drawings, prints or plans;
- (c) operate set up and adjust all production machinery in a plant;
- (d) can perform a range of engineering maintenance functions;
- (e) removing equipment fastenings including use of destructive cutting equipment;
- (f) lubrication of production equipment;
- (g) running adjustments to production equipment;
- (h) operate all lifting equipment;
- (i) basic production scheduling and material handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- (j) understand and apply computer techniques as they relate to production process operations;

- (k) possession of a First Class Engine Driver's Certificate;
- (l) high level stores and inventory responsibility beyond the requirements of an employee at level 4;
- (m) assist in the provision of on-the-job training in conjunction with trades persons and trainers; and
- (n) has a sound knowledge of the employer's operations as it relates to the production process.

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Schedule B—Summary of Hourly Rates of Pay—employees other than tile manufacturing employees

Monetary amounts have been adjusted as a result of AWR 2018.

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Ordinary hourly rate

B.1.1 Ordinary hourly rate includes the industry allowance for employees other than those in the manufacture of tiles (clause 11.2(a)(i)) which is payable for all purposes.

B.2 Full-time and part-time employees—ordinary and penalty rates

B.2.1 Full-time and part-time employees—other than shiftworkers—ordinary and penalty rates

	Day	Public holiday
	% of ordinary hourly rate ¹	
	100%	250%
	\$	\$
Level 1	19.50	48.75
Level 2	20.04	50.10
Level 3	20.79	51.98
Level 4	21.48	53.70
Level 5	22.61	56.53

¹Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.

B.2.2 Full-time and part-time employees—shiftworkers—ordinary and penalty rates

Note 2 in table deleted in accordance with [\[2018\] FWCFB 3802](#) at [125]

	Day	Afternoon & night	Non-successive afternoon & night ¹		Permanent night	Saturday	Sunday & public holiday ²
			First 2 hours	After 2 hours			
% of ordinary hourly rate ³							
	100%	115%	150%	200%	125%	150%	200%
	\$	\$	\$	\$	\$	\$	\$
Level 1	19.50	22.43	29.25	39.00	24.38	29.25	39.00
Level 2	20.04	23.05	30.06	40.08	25.05	30.06	40.08
Level 3	20.79	23.91	31.19	41.58	25.99	31.19	41.58

	Day	Afternoon & night	Non-successive afternoon & night ¹		Permanent night	Saturday	Sunday & public holiday ²
			First 2 hours	After 2 hours			
% of ordinary hourly rate³							
	100%	115%	150%	200%	125%	150%	200%
	\$	\$	\$	\$	\$	\$	\$
Level 4	21.48	24.70	32.22	42.96	26.85	32.22	42.96
Level 5	22.61	26.00	33.92	45.22	28.26	33.92	45.22

¹Penalty rate for non-successive afternoon and night shift in accordance with clause 13.6(b).
²See query in relation to clause 13.9(b)—Shiftworkers on other than continuous work
³**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

B.3 Full-time and part-time employees—overtime rates

B.3.1 Full-time and part-time employees—other than shiftworkers—overtime rates

	Monday to Saturday		Sunday – all day	Rostered day off	
	First 2 hours	After 2 hours		First 2 hours	After 2 hours
% of ordinary hourly rate¹					
	150%	200%	200%	150%	200%
	\$	\$	\$	\$	\$
Level 1	29.25	39.00	39.00	29.25	39.00
Level 2	30.06	40.08	40.08	30.06	40.08
Level 3	31.19	41.58	41.58	31.19	41.58
Level 4	32.22	42.96	42.96	32.22	42.96
Level 5	33.92	45.22	45.22	33.92	45.22

¹**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

B.3.2 Full-time and part-time employees—shiftworkers on continuous work—overtime rates

	Monday to Sunday
	200% of ordinary hourly rate¹
	\$
Level 1	39.00
Level 2	40.08
Level 3	41.58
Level 4	42.96
Level 5	45.22

¹**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

B.3.3 Full-time and part-time employees—shiftworkers on other than continuous work—overtime rates

	Monday to Sunday	
	First 2 hours	After 2 hours
	% of ordinary hourly rate ¹	
	150%	200%
	\$	\$
Level 1	29.25	39.00
Level 2	30.06	40.08
Level 3	31.19	41.58
Level 4	32.22	42.96
Level 5	33.92	45.22
¹ Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.		

B.4 Casual employees—ordinary and penalty rates

B.4.1 Casual employees—other than shiftworkers—ordinary and penalty rates

	Day	Public holiday
	% of ordinary hourly rate ¹	
	125%	275%
	\$	\$
Level 1	24.38	53.63
Level 3	25.05	55.11
Level 3	25.99	57.17
Level 4	26.85	59.07
Level 5	28.26	62.18
¹ Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.		

B.4.2 Casual employees—shiftworkers—ordinary and penalty rates

	Day	Afternoon & night	Non-successive afternoon & night ¹		Permanent night	Saturday	Sunday & public holiday ²
			First 2 hours	After 2 hours			
	% of ordinary hourly rate ³						
	125%	140%	175%	225%	150%	175%	225%
	\$	\$	\$	\$	\$	\$	\$
Level 1	24.38	27.30	34.13	43.88	29.25	34.13	43.88

	Day	Afternoon & night	Non-successive afternoon & night ¹		Permanent night	Saturday	Sunday & public holiday ²
			First 2 hours	After 2 hours			
% of ordinary hourly rate³							
	125%	140%	175%	225%	150%	175%	225%
Level 2	25.05	28.06	35.07	45.09	30.06	35.07	45.09
Level 3	25.99	29.11	36.38	46.78	31.19	36.38	46.78
Level 4	26.85	30.07	37.59	48.33	32.22	37.59	48.33
Level 5	28.26	31.65	39.57	50.87	33.92	39.57	50.87

¹ Penalty rate for non-successive afternoon and night shift in accordance with clause 13.6(b).
² See query in relation to clause 13.9(b) – Shiftworkers on other than continuous work
³ **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

B.5 Casual employees—overtime rates

B.5.1 Casual employees—other than shiftworkers—overtime rates

	Monday to Saturday		Sunday – all day
	First 2 hours	After 2 hours	
% of ordinary hourly rate¹			
	175%	225%	225%
	\$	\$	\$
Level 1	34.13	43.88	43.88
Level 2	35.07	45.09	45.09
Level 3	36.38	46.78	46.78
Level 4	37.59	48.33	48.33
Level 5	39.57	50.87	50.87

¹ **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

B.5.2 Casual employees—shiftworkers on continuous work—overtime rates

	Monday to Sunday
	225% of ordinary hourly rate¹
	\$
Level 1	43.88
Level 2	45.09
Level 3	46.78
Level 4	48.33
Level 5	50.87

¹ **Ordinary hourly rate** includes the industry allowance payable to all

	Monday to Sunday
	225% of ordinary hourly rate¹
<u>employees for all purposes.</u>	

B.5.3 Casual employees—shiftworkers on other than continuous work—overtime rates

	Monday to Sunday	
	First 2 hours	After 2 hours
	% of ordinary hourly rate¹	
	175%	225%
	\$	\$
Level 1	34.13	43.88
Level 2	35.07	45.09
Level 3	36.38	46.78
Level 4	37.59	48.33
Level 5	39.57	50.87
<u>¹Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.</u>		

Schedule C—Summary of Monetary Allowances

See clause 11—Allowances for full details of allowances payable under this award.

C.1 Wage related allowances

Monetary amounts adjusted as a result of AWR 2018.

C.1.1 The following wage related allowances in this award are based on the standard weekly rate as defined in Schedule G as the minimum weekly wage for a Level 1 in clause 10.1 = **\$719.20**

Allowance	Clause	% of standard weekly rate (\$719.20)	\$ per week unless stated otherwise
Industry allowance	11.2(b)		
Other than factories manufacturing tiles ¹		3.0	21.58
Factories manufacturing tiles ¹		2.0	14.38
First aid allowance	11.2(c)	0.4	2.88 per day
Leading hand in charge of:			
Less than 3 employees		2.9	20.86
3 to 6 employees		3.8	27.33
More than 6 employees		4.6	33.08

¹ This allowance applies for all purposes

C.1.2 The following wage related allowances in this award are based on the standard hourly rate as defined in Schedule G as 1/38th of the standard weekly rate for a Level 1 in clause 10.1 = **\$18.93**

Allowance	Clause	% of standard hourly rate (\$18.29)	\$ per hour or part thereof unless stated otherwise
Cement or concrete allowance	11.2(c)	3.0	0.57
Bituminous sprayer allowance	11.2(f)		
Exterior surfaces		3.0	0.57
Epoxy based materials allowance		4.7	0.89
Sand-blasting allowance		4.7	0.89
Fork-lift operators allowance	11.2(g)	24.5	4.64 per week

C.2 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.3 Expense related allowances

Clause C.3 amended in accordance with [\[2018\] FWCFB 3802](#) at [151].

Allowance	Clause	\$
Accommodation allowance	11.3(b)	
For the first seven days	11.3(b)(i)	82.49 per day
For any subsequent week or part thereof	11.3(b)(ii)	577.11 per week or part thereof
Boot allowance	11.3(d)	3.20 per week
Clothing allowance	11.3(e)	2.60 per week
Loss of clothing	11.3(f)	Up to 746.90 maximum
Meal allowance	11.3(a)	15.27 <u>per meal</u>

C.4 Adjustment of expense related allowances

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.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Clothing and boot allowance and loss of clothing	Clothing and footwear group
Travelling expenses and accommodation allowance	Domestic holiday travel and accommodation subgroup

Schedule D—Supported Wage System

Monetary amounts adjusted as a result of [PR606630](#)

D.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.

D.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

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

D.3 Eligibility criteria

D.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.

D.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.

D.4 Supported wage rates

D.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 D.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

D.4.2 Provided that the minimum amount payable must be not less than **\$86** per week.

D.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

D.5 Assessment of capacity

D.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 Supported Wage System 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.

D.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](#).

D.6 Lodgement of SWS wage assessment agreement

D.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.

D.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.

D.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 supported wage system.

D.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.

D.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.

D.10 Trial period

- D.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 four weeks) may be needed.
- D.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.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$86** per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.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 D.5.

Schedule E— National Training Wage

Schedule E deleted in accordance with [PR593839](#).

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Schedule F—Part-day public holidays

This schedule operates in conjunction with award provisions dealing with public holidays.

- F.1** Where a part-day public holiday is declared or prescribed between 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 between 7.00 pm and midnight 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 between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight 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 between 7.00 pm and midnight, 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) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
 - (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

This schedule is not intended to detract from or supplement the [NES](#).

Schedule G—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

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

‘All purposes’ definition amended in accordance with [\[2015\] FWCFB 4658](#) at [91]

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, loadings or payment while they are on annual leave (see clause 11.2(b))

concrete panels means all work performed in the preparation, casting and/or machining of re-constituted granite, terrazzo, marble, mosaic or precast articles

Definition of **concrete products industry** has been changed in accordance with [\[2017\] FWCFB 3433](#) at [339].

~~**concrete products industry** means the fabrication or manufacture of cement products or concrete products including concrete panels, concrete pipes, monier or concrete tubs, baths, sinks, ventilating shafts, troughs, blocks, rollers, tiles, pavers, slabs, gutter bridges, plates, pile armours, bridge piles and similar articles and preparing reinforcement of steel or wire for use in making such articles has the meaning given in clause 3.2.~~

continuous work means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer

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](#)

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

leading hand is an employee who is directed to control, supervise and take responsibility for the work performed by two or more employees

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

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

ordinary hourly rate means the hourly rate for the employee's classification specified in clause 10, inclusive of the industry allowance

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

standard hourly rate means the minimum hourly rate of pay for a Level 1 in clause 10

standard weekly rate means the minimum weekly rate of pay for a Level 1 in clause 10

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Schedule H—Agreement to Take Annual Leave in Advance

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582989](#)

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 I—Agreement to Cash Out Annual Leave

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR582989](#)

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 J—Agreement for Time Off Instead of Payment for Overtime

Schedule J— Agreement for time off instead of payment for overtime inserted in accordance with [PR584091](#).

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___