



MASTER BUILDERS
A U S T R A L I A

6 June 2017

Vice President Hatcher
Fair Work Commission
Level 10, Terrace Tower
80 William Street
EAST SYDNEY NSW 2011

via: Chambers.Hatcher.VP@fwc.gov.au

Dear Vice President,

RE: AM2016/23 - 4 YEARLY AWARD REVIEW - CONSTRUCTION AWARDS

We refer to the above matter and the associated construction awards in which Master Builders Australia (Master Builders) maintains an interest.

During formal proceedings involving the Construction Awards, Master Builders undertook to provide the Commission with additional items of information in addition to an update of discussions between the parties.

'Marked up' Award drafts (PN 2759 to 2769)

Master Builders undertook to provide a 'marked up' version of the *Building and Construction General On-site Award 2010* (On-Site Award) and the *Joinery and Building Trades Award 2010* (Joinery Award) that tracks all of the variations we advanced. Such tracked documents were requested by the Bench so as to allow our proposed variations to be distinguished from existing provisions.

A 'marked-up' version of both the On-Site and Joinery Awards with proposed variations tracked are attached electronically to this correspondence. By adopting the conventional 'tracked changes' format as used by Microsoft, Master Builders' proposed alterations should be readily identifiable and are consistent with the associated draft determinations earlier filed.

Please note that the attached version of the On-Site Award also contains the following additional proposed amendments:

- i. Clause 22.3(e) – Slushing -this out-moded term has been changed to the more contemporary expression 'Patching'.
- ii. Clause 22.3(i) – Roof Repairs - this clause has been reworded for clarity.

Clause 33.1 (d) - Work in compressed air (PN 5920 to 5921)

Master Builders would not oppose the inclusion the words advanced by Mr Crawford acting for the Australian Workers Union (AWU) to replace existing clause 33.1 (d). While our primary position regarding Work, Health and Safety (WHS) matters and industrial awards remains, we consider the words proposed to be an improvement on the current provision.

Statistical definitions (PN 103 to 109)

In the context of Master Builders' claims to assist small business, we were asked to supply further detail about the specific definition underpinning this cohort of business entity. We advise that the data to which we referred defined a small business using the conventional definition adopted by the Australian Bureau of Statistics (ABS) and the Australian Taxation Office (ATO); that is, a business entity with a turnover of less than \$2m.

We are advised that the most recent relevant ABS data (June 2016) for building and construction industry business entities is as follows:

Total number of business entities in sector ¹ (% of total)	=	358,500
Total number of 'small' business entities (defined <\$2m turnover ²)	=	336,000 (93.7%)
Total number of 'micro' business entities (defined <\$50k turnover ³)	=	58,050 (16.2%)
Total number of 'micro' business entities (defined 1-4 employees ⁴)	=	106,000 (29.6%)

Award coverage - concrete testing (PN 6090 to 6102)

During proceedings Master Builders took on notice a question regarding award coverage and concrete testing.⁵ Specifically Deputy President Gostencnik asked that if a company falls within the scope of the On-Site Award and its employees perform testing work and a classification does not currently exist, "Doesn't it follow therefore that the coverage clause of the On-Site Award indicates an intention to cover some degree of On-Site Award testing?"

In response to the Deputy President's question, companies who conduct soil, concrete, aggregate and geotechnical testing are businesses who largely operate National Association of Testing Authorities, Australia (NATA) laboratories, primarily located off-site.⁶

Although field technicians are obviously required to take samples, which may or may not involve basic preliminary on-site testing, it is our understanding that in the majority of circumstances substantive testing work is undertaken in a more sophisticated accredited testing facility located off-site. An example of this type of work is concrete analysis carried out in controlled core testing areas to assess the cause and extent of deterioration of concrete structures through carbonation, chloride and chloride profile testing.

¹ ABS 8165.0, *Businesses by Main State by Industry Class by Turnover Size Ranges, June 2016 (a)*

² *Ibid*

³ *Ibid*

⁴ ABS 8165.0, *Businesses by Main State by Industry Class by Employment Size Ranges, June 2016 (a)*. Excludes businesses with no-employees. Taken as the relative proportion of businesses with 1-4 employees across all sectors on the number of construction businesses with 1-19 employees (74.1%)

⁵ See PN 6102

⁶ *National Association of Testing Authorities, Australia, Facilities and Labs, Construction Materials Testing - <https://www.nata.com.au/nata/orgs-and-facilities/facilities-list?c=Construction+Materials+Testing&f=field2&k=2.97.1.5.97.1.6.97.1>*

Clause 4.1 of the On-Site Award outlines that its coverage includes employers in the on-site building, engineering and civil construction industry and their employers within Schedule B – Classification Definitions. Under clause 4.2, this is to the exclusion of a number of other awards most notably, in this instance, the *Manufacturing and Associated Industries and Occupations Award 2010* (Manufacturing Award).

During proceedings, the Commission was made aware that despite the on-site testing of soil, concrete and aggregate being included within the definition of civil construction, no such employee classification is included within Schedule B of the On-Site Award.

The issue was considered in *The Australian Workers' Union v Coffey Information Pty Limited*⁷ where it was held that the C11 classification within the Manufacturing Award applied to Laboratory testers (conducting geotechnical analysis) who had completed a Certificate II in sampling measurement or the equivalent. The Full Bench also held that in the absence of such a qualification being attained, a C13 or C14 classification, also under the Manufacturing Award, would apply to those employees.

This proposition is supported by clause 4.8 of the On-Site Award which states that:

“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.” (Our emphasis).

Further, clause 4.9 of the On-Site Award provides that:

*“For the purpose of clause 4.1, **on-site building, engineering and civil construction industry** means the industry of general building and construction, civil construction and metal and engineering construction, in all cases undertaken on site.” (Our emphasis).*

It is our submission that although some of the work of employees conducting soil, concrete and aggregate testing is undertaken on construction sites, a larger portion of that work is carried out off-site in an accredited laboratory. It therefore follows that companies employing technicians to undertake testing work are largely not covered by the On-Site Award but rather the Manufacturing Award.

Construction salary data (PN 6413)

During oral submissions reference was made to salary data pertinent to the building and construction sector. Specifically, Master Builders noted that the average advertised salary in the sector *“is around \$106,000 or so”*.⁸

This figure was derived from a newspaper article citing a SEEK report that examined jobs and industries with highest advertised salary. The exact figure in the article for construction is \$106,693 for the year 2016.⁹

⁷ [2013] FWCFB 2894 at para [20]

⁸ See PN 6413

⁹ News.com.au *“Australia’s highest advertised salaries and industries revealed”* Bianca Hartge-Hazeliman - 2 March 2017 <http://www.news.com.au/finance/work/at-work/australias-highest-advertised-salaries-and-industries-revealed/news-story/e96f160c10577c1a7c0b0e9e94bb2dac>

National Training Wage (NTW) Common Issues matter – AM2016/17 (PN 4232 – 4238 & 6178 – 6239)

During proceedings, the parties sought clarification as to whether claims with regard to the proposed NTW schedule would be considered by the Construction Awards Full Bench or that of AM2016/17.

The CFMEU asserted that its claims with reference to clause 28 of the On-Site Award were unrelated to those in the common issue proceedings, it was our submission that this contention was incorrect.

Master Builders filed a submission in the common issues matter, dated 17 March 2017, stating our support for the Commission’s provisional view to remove the existing NTW schedule, within both the On-Site and Joinery Awards, in lieu of a reference to the schedule contained within the *Miscellaneous Award 2010*.¹⁰

Conversely, the CFMEU filed a submission, dated 24 March 2017, rejecting the Commission’s provisional view to adopt a standardised approach to the NTW schedule and instead sought to insert a tailored schedule into the On-Site Award, notably omitting the provisions within the proposed NTW schedule that provide for time-based progression.¹¹

The Commission recently issued a decision in AM2106/17, dated 9 June 2017, stating that award-specific schedules will be maintained in nine modern awards including in the On-Site and Joinery Awards.¹² The decision states that the terms of award-specific NTW Schedules will be dealt with after the plain language NTW Schedule within the *Miscellaneous Award 2010* has been finalised.¹³

Ordinary Hours of Work – Rostered Days Off (RDOs) (PN 2089 – 2090)

During proceedings the question was asked as to whether there was a definition of nominated or prescribed RDOs within the On-Site Award. No such definitions exist under the current award.

Provision of X-Rays – Refractory brickworkers (PN 3057 – 3058)

The President asked the age of the provision within the On-Site Award which requires, under clause 20.1 (d)(iii) to reimburse an employee for an x-ray once every six months, if requested by an employee engaged in refractory brickwork, or working in a tuberculosis home or hospital. The provision is based on clause 24.3.5 of the NBCIA but dates back to the *Building Trades (Construction) Award 1978*.

This antiquated provision is a carry-over from an era when tuberculosis was a significant health issue in Australia and there was some necessity for its regulation both via State Health legislation (dating back in some cases to the mid-1900s) and industrial instruments. Master Builders has not been able to establish any cogent reasoning for its retention in the modern award.

Shift work definitions (PN 5469 – 5512 & 5671 – 5673)

Master Builders sought leave for the parties to be provided with some time to potentially reach an agreement on an amendment to remedy a gap in the shift work definitions which currently exist under clause 31.4(a) of the On-Site Award. During proceedings the parties identified that the definitions do not provide for shifts that commence between 11pm and 4:30am. Master Builders has had discussions

¹⁰ Master Builders Australia Submission – 4 yearly review of modern awards- National Training Wage (AM2016/15, AM2016/17) 17 March 2017

¹¹ CFMWU Submission – 4 yearly review of modern awards – National Training Wage (AM2016/15, AM2016/17) 24 March 2017 at paras 17 & 18.

¹² [2017] FWCFB 3176 at para [3]

¹³ Ibid at para [15]

with the CFMEU and will advise the Commission promptly if an agreement on a proposed amendment is reached.

Alternative working arrangements – Joinery Award (PN 5526 – 5532)

The Vice President asked Master Builders to provide a brief history of the provision under the Joinery Award with regard to alternative working arrangements. The clause was carried over from the pre-modern award instrument, the *National Joinery and Building Trades Products Award 2002*, but also existed in other State based Awards such as the *Carpenters & Joiners (General) Award 1993 (SA)*.

Other

Should there be any other information required, or if the Commission requires any additional material, please do not hesitate to contact the undersigned on 02 6202 8888.

Yours sincerely,



Shaun Schmitke
MASTER BUILDERS AUSTRALIA

Building and Construction General On-site Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 29 July 2016 ([PR582972](#)).

Clause(s) affected by the most recent variations:

38—Annual leave

Schedule F—~~Agreement to Take Annual Leave in Advance—Agreement to Take Annual Leave in Advance~~

Schedule G—Agreement to Cash Out Annual Leave

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

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Part 1—Application and Operation

1. Title

This award is the *Building and Construction General On-site Award 2010*.

2. Commencement and transitional

[Varied by [PR988410](#), [PR542140](#)]

2.1 This award commences on 1 January 2010.

2.2 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.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542140](#) ppc 04Dec13]

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

[2.5 varied by [PR542140](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542140](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

Building and Construction General On-site Award 2010

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR994519](#), [PR997772](#), [PR503624](#), [PR538792](#), [PR545987](#), [PR571818](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **accident pay** inserted by [PR571818](#) ppc 15Oct15]

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

[Definition of **Act** substituted by [PR994519](#) from 01Jan10]

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

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

[Definition of **agreement-based transitional instrument** inserted by [PR994519](#) from 01Jan10]

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

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

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

[Definition of **award-based transitional instrument** inserted by [PR994519](#) from 01Jan10]

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

Building and Construction General On-site Award 2010

[Definition of **Commission** deleted by [PR994519](#) from 01Jan10]

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

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

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

[Definition of **default fund employee** inserted by [PR545987](#) ppc 01Jan14]

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

[Definition of **default fund employee** inserted by [PR545987](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503624](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503624](#) ppc 01Jan11]

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

[Definition of **double time** inserted by [PR538792](#) ppc 15Jul13]

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

[Definition of **double time and a half** inserted by [PR538792](#) ppc 15Jul13]

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

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[Definition of **employee** substituted by [PR994519](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

employee in charge of plant means:

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

[Definition of **employer** substituted by [PR994519](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994519](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994519](#) from 01Jan10]

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

[Definition of **enterprise NAPSA** deleted by [PR994519](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR545987](#) ppc 01Jan14]

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

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

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

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[Definition of **injury** inserted by [PR571818](#) ppc 15Oct15]

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

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

[Definition of **MySuper product** inserted by [PR545987](#) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994519](#) from 01Jan10]

[Definition of **NES** substituted by [PR994519](#) from 01Jan10]

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

[Definition of **new construction work on a multistorey building** deleted by [PR538792](#) ppc 15Jul13]

[Definition of **on-hire** inserted by [PR994519](#) from 01Jan10]

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

[Definition of **ordinary time hourly rate** inserted by [PR538792](#) ppc 15Jul13]

ordinary time hourly rate means:

- for daily hire employees the hourly rate calculated in accordance with clause 19.3(a);
- for weekly hire employees the hourly rate calculated in accordance with clause 19.3(b);
- for apprentices the weekly rate (determined in accordance with clause 19.7 or 19.8) divided by 38;
- for trainees the weekly rate (determined in accordance with clause 28.2 or 28.3) divided by 38;
- for employees covered by clause 42—Lift industry, includes the all purpose amounts specified in clause 42;
- for forepersons and supervisors in the metal and engineering construction sector the relevant weekly rate specified in clause 43.2(a) divided by 38;
- for leading hands includes the amount calculated in accordance with clause 19.2(a) or (b)

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

standard rate means either the weekly or hourly minimum wage as stated for a Level 3 (CW/ECW 3) employee in clause 19.1

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[Definition of **time and a half** inserted by [PR538792](#) ppc 15Jul13]

time and a half means the ordinary time hourly rate multiplied by 150%

traffic management means duties in or in connection with the directing and controlling of traffic

[Definition of **transitional minimum wage instrument** inserted by [PR994519](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR988410](#), [PR994519](#), [PR538792](#)]

4.1 This industry award covers employers throughout Australia in the on-site building, engineering and civil construction industry and their employees in the classifications within Schedule B—Classification Definitions to the exclusion of any other modern award.

[4.2 substituted by [PR538792](#) ppc 15Jul13]

4.2 Without limiting the generality of the exclusion, this award does not cover employers covered by:

- (a) the *Manufacturing and Associated Industries and Occupations Award 2010*;
- (b) the *Joinery and Building Trades Award 2010*;
- (c) the *Electrical, Electronic and Communications Contracting Award 2010*;
- (d) the *Plumbing and Fire Sprinklers Award 2010*;
- (e) the *Black Coal Mining Industry Award 2010*;
- (f) the *Mining Industry Award 2010*; or
- (g) the *Quarrying Award 2010*; or
- (h) the *Pre-Mixed Concrete Award 2010*.

4.3 The award does not cover an employee excluded from award coverage by the Act.

[4.4 substituted by [PR994519](#) from 01Jan10]

4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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[New 4.5 inserted by [PR994519](#) from 01Jan10]

- 4.5** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.6 inserted by [PR994519](#) from 01Jan10]

- 4.6** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[New 4.7 inserted by [PR994519](#) from 01Jan10]

- 4.7** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.5 renumbered as 4.8 and varied by [PR994519](#) from 01Jan10]

- 4.8** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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.

[4.6 renumbered as 4.9 by [PR994519](#) from 01Jan10]

- 4.9** For the purpose of clause 4.1, **on-site building, engineering and civil construction industry** means the industry of general building and construction, civil construction and metal and engineering construction, in all cases undertaken on-site.

[4.7 renumbered as 4.10 and varied by [PR994519](#) from 01Jan10]

- 4.10** For the purposes of clause 4.1:

(a) **general building and construction** means:

- (i) the construction, alteration, extension, restoration, repair, demolition or dismantling of buildings, structures or works that form, or are to form, part of land, whether or not the buildings, structures or works are permanent and maintenance undertaken by employees of employers covered by clause 4.1 of such buildings, structures or works;

- (ii) site clearance, earth-moving, excavation, site restoration, landscaping and the provision of car parks and other access works associated with the activities within clause 4.10(a)(i); and

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- (iii) the installation in any building, structure or works of fittings and services;
- (b) **civil construction** means:
- (i) the construction, repair, maintenance or demolition of:
- civil and/or mechanical engineering projects;
 - power transmission, light, television, radio, communication, radar, navigation, observation towers or structures;
 - power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries;
 - silos; and/or
 - sports and/or entertainment complexes;
- (ii) road making and the manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt;
- (iii) the prefabrication and installation of geomembranes, geotextiles and appurtenances;
- (iv) dredging or sluicing work for or at premises provided for persons mentioned in or in connection with work under clause 4.10(b)(i);
- (v) the testing of soil, concrete and aggregate when it is carried out at a construction site in or in connection with work under clause 4.10(b)(i);
- (vi) batch plants and precast yards at a construction site in or in connection with work under clause 4.10(b)(i);
- (vii) traffic management in or in connection with work under clause 4.10(b)(i);
- (viii) construction and/or establishment of landscape gardens in or in connection with work under clause 4.10(b)(i), provided that this award does not apply to the:
- maintenance or horticultural establishment work following practical completion of work as specified under the terms of the construction contract or project; and/or
 - laying-out, construction, cultivation or keeping in order of gardens in connection with private houses;
- (ix) the industry or calling of either or both catering and cleaning for or at premises provided for persons mentioned in clause 4.10(b)(i);
- (x) car parks excepting car park buildings and car parks within the alignment of a building; and
- (xi) railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe

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tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto;

(c) metal and engineering construction means:

- (i)** metal trades work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:
- power stations, oil refineries, terminals and depots; chemical, petro-chemical and hydrocarbon plants; and associated plant, plant facilities and equipment;
 - major industrial and commercial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
 - plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like;
 - transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
 - lifts and escalators as prescribed in clause 42—Lift industry;
 - facilities and equipment in other engineering projects; and
- (ii)** maintenance and/or repair and/or servicing work carried out on-site by the employees of contractors or subcontractors in connection with contracts for on-site construction work referred to in clause 4.10(c)(i). This does not include any work which is incidental to or of a minor nature in relation to the work normally performed by an employee of an employer not engaged substantially in metal and engineering construction.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible or made available (whether in hard copy or through electronic means) to an employee within a reasonable time following a request by the employee.

6. The National Employment Standards and this award

The [NES](#) and this award combine to contain the minimum conditions of employment for employees covered by this award.

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7. Award flexibility

[Varied by [PR542140](#)]

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

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542140](#) ppc 04Dec13]

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

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) varied by [PR542140](#) ppc 04Dec13]

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

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

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

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7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

7.8 The agreement may be terminated:

[7.8(a) varied by [PR542140](#) ppc 04Dec13]

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

[Note inserted by [PR542140](#) ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542140](#) ppc 04Dec13]

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542140](#) ppc 04Dec13]

7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

8.1 Consultation regarding major workplace change

(a) Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

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(ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).

(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.2 Consultation about changes to rosters or hours of work

(a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

(b) The employer must:

(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

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- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

9. Dispute resolution

[Varied by [PR994519](#), [PR542140](#)]

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by [PR994519](#), [PR542140](#) ppc 04Dec13]

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by [PR994519](#), [PR542140](#) ppc 04Dec13]

- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994519](#), [PR542140](#) ppc 04Dec13]

- 9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9.7 Dispute resolution procedure training leave

- (a) For the purpose of this clause, an **eligible employee representative** is an employee who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure.
- (b) An **eligible employee representative** will be entitled to up to five days' paid leave per year to undertake training that will assist them in their settlement of disputes role. The time of taking such leave will be agreed between them and their employer so as to minimise any adverse effect on the employer's operations.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

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

- (a) daily hire employees;
- (b) full-time weekly hire employees;
- (c) part-time weekly hire employees; or
- (d) casual employees.

10.2 At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are to be daily hire, full-time, part-time or casual employees.

11. Daily hire employees

A **daily hire employee** means a tradesperson or labourer engaged subject to the following provisions:

- 11.1 One day's notice of termination of employment will be given on either side or one day's pay will be paid or forfeited.
- 11.2 Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work.
- 11.3 A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools.
- 11.4 Nothing in this clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

12. Full-time weekly hire employment

A full-time employee is an employee who works an average of 38 ordinary hours per week.

13. Part-time weekly hire employment

[Varied by [PR538792](#)]

13.1 A part-time employee is an employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.

[13.2 substituted by [PR538792](#) ppc 15Jul13]

13.2 For each ordinary hour worked, a part-time employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro rata entitlements for those hours. An employer must inform a part-time employee of the ordinary hours of work and the starting and finishing times.

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- 13.3** Before commencing a period of part-time employment the employee and the employer will agree in writing:
- (a) that the employee may work part-time;
 - (b) upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work;
 - (c) upon the classification applying to the work to be performed; and
 - (d) upon the period of part-time employment.
- 13.4** The terms of an agreement may be varied, in writing, by consent.
- 13.5** A copy of the agreement and any variation to it will be provided to the employee by the employer.

14. Casual employment

[Varied by [PR542770](#)]

- 14.1** A casual employee is one engaged and paid in accordance with the provisions of this clause.
- 14.2** A casual employee is entitled to all of the applicable rates and conditions of employment prescribed by this award except annual leave, paid personal/carer's leave, paid community service leave, notice of termination and redundancy benefits.
- 14.3** An employer, when engaging a person for casual employment, must inform the employee, in writing, that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- 14.4** A casual employee is entitled to payment for a minimum of four hours' work per engagement, plus the relevant fares and travel allowance and expenses prescribed by clauses 24—Living away from home—distant work and 25—Fares and travel patterns allowance on each occasion they are required to attend work.
- 14.5** A casual employee must be paid a casual loading of 25% for ordinary hours as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.

[14.6 substituted by [PR542770](#) ppc 02Oct13]

- 14.6** A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates prescribed by clauses 36—Overtime, and 37—Penalty rates, provided that:
- (a) where the relevant penalty rate is time and a half, the employee must be paid 175% of the ordinary time hourly rate prescribed for the employee's classification; and
 - (b) where the relevant penalty rate is double time, the employee must be paid 225% of the ordinary time hourly rate prescribed for the employee's classification.

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[14.7 substituted by [PR542770](#) ppc 02Oct13]

14.7 A casual employee required to work on a public holiday prescribed by the NES must be paid 275% of the ordinary time hourly rate prescribed for the employee's classification.

14.8 Casual conversion to full-time or part-time employment

- (a) A casual employee, other than an **irregular casual employee**, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- (b) For the purposes of clause 14.8(a), an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- (c) Every employer of such an employee must give the employee notice in writing of the provisions of clause 14.8 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 14.8 if the employer fails to comply with the clause.
- (d) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (e) Any casual employee who has a right to elect under clause 14.8(a), on receiving notice under clause 14.8(c) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably refuse.
- (f) Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 14.8(e), the employer and employee must, subject to clause 14.8(e), discuss and agree on:
 - (i) which form of employment the employee will convert to, being full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 13—Part-time weekly hire employment.
- (h) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same

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number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.

- (i) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (j) Where, in accordance with clause 14.8(e) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (k) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 14.8(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 14.8(a).

14.9 An employee must not be engaged and re-engaged to avoid any obligation under this award.

15. Apprentices

[Varied by [PR992159](#), [PR994519](#), [PR518699](#), [PR538792](#), [PR544640](#), [PR545521](#), [PR545884](#)]

15.1 Definitions

- (a) An **adult apprentice** is an employee who is 21 years of age or over at the time of signing the contract of training.
- (b) An **apprentice** is an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

[15.1(c) substituted by [PR544640](#) ppc 01Jan14]

- (c) An **apprenticeship** is a system of structured on-the-job training with an employer and off-the-job training with a Registered Training Organisation accessed through a contract of training.
- (d) For the purposes of this award, a **construction apprenticeship** is a contract of training for the acquisition of tradesperson qualifications.

[15.1(e) substituted by [PR544640](#) ppc 01Jan14]

- (e) **Registered Training Organisation (RTO)** means a training organisation registered by the Australian Skills Quality Authority, the Victorian Registration and Qualifications Authority or the Western Australia's Training and Accreditation Council.
- (f) A **contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

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- (g) A **school-based apprentice** is an employee who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

15.2 Conditions of employment

[15.2(a) varied by [PR994519](#) from 01Jan10]

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

[15.2(c) substituted by [PR544640](#) ppc 01Jan14]

- (c) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This clause operates subject to the provisions of Schedule D—School-based Apprentices and the provisions of clause 25.12(b).

[15.2(d) inserted by [PR544640](#) ppc 01Jan14]

- (d) The notice of termination provisions of the NES apply to apprentices.

[15.2(e) inserted by [PR544640](#) ppc 01Jan14]

- (e) Redundancy provisions do not apply to apprentices, provided that where the employment of an apprentice by an employer is continued after the completion of the apprenticeship, the period of the apprenticeship will be counted as service for the purposes of the award and long service leave entitlements and in the event that an apprentice is terminated at the end of their apprenticeship and is re-engaged by the same employer within six months of such termination, the period of the apprenticeship will be counted as service in determining any future termination entitlements.

15.3 Overtime and shiftwork

[15.3(a) varied by [PR994519](#); substituted by [PR518699](#), [PR538792](#) ppc 15Jul13]

- (a) When overtime and/or shiftwork are worked the relevant penalties and allowances prescribed by the award will apply, based on the applicable ordinary time hourly rate. No apprentice/trainee will work overtime or shiftwork on their own or without supervision.
- (b) No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they so desire.

[15.3(c) substituted by [PR544640](#) ppc 01Jan14]

- (c) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at the

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Registered Training Organisation as required by any statute, award, regulation or the contract of training applicable to them.

15.4 Payment by results

An apprentice will not work under any system of payment by results.

15.5 Lost time

[15.5(a) substituted by [PR518699](#) from 04Jan12]

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

15.6 Training costs—Fees and textbooks

[15.6 substituted by [PR544640](#) ppc 01Jan14]

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

15.7 Adult apprenticeship—application of general conditions of apprenticeship

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

15.8 Attendance at block release training

[15.8 inserted by [PR544640](#) ppc 01Jan14]

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

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fares and travel patterns allowance payable under clause 25.12(a). For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not in transit.

- (c) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (d) This clause applies in lieu of the provisions contained in clause 24—Living away from home—distant work.

15.9 Competency based progression

[15.9 inserted by [PR545521](#) ppc 0Jan14; corrected by [PR545884](#) ppc 01Jan14]

- (a) For the purpose of competency based wage progression in clause 19.7 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 19.7 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:
 - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in clause 15.9(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the

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assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.

- (d) The apprentice will be paid the wage rate referred to in clause 15.9(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 15.9(a)(iii) or on a date as determined under the dispute resolution process in clause 15.9(b).

16. Termination of employment

16.1 Notice of termination is provided for in the NES. The notice provisions of the NES do not apply to a daily hire employee working in the building and construction industry.

16.2 Notice of termination by an employee

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

16.3 Job search entitlement

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

17. Industry specific redundancy scheme

[Varied by [PR994519](#), [PR538792](#), [PR568673](#)]

[17.1 varied by [PR994519](#) from 01Jan10]

17.1 The following redundancy clause for the on-site building, engineering and civil construction industry (as defined) is an industry specific redundancy scheme as defined in s.12 of the Act. In accordance with s.123(4)(b) of the Act the provisions of Subdivision B—Redundancy pay of Division 11 of the NES do not apply to employers and employees covered by this award.

17.2 Definition

~~For the purposes of this clause, **redundancy** means a situation where an employee ceases to be employed by an employer to whom this award applies, other than for reasons of misconduct or refusal of duty. **Redundant** has a corresponding meaning.~~

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- (a) For the purpose of this clause, redundancy means a situation where an employee is dismissed, other than for reasons of misconduct or refusal of duty:
- (i) At the initiative of the employer because they no longer require the work performed by the employee to be done by anyone;
 - (ii) At the initiative of the employer because operational or similar circumstances at the project or site on which the employee is working are such that the employer no longer requires the employee to perform work and there is not an agreement between the employer and the employee for future employment on an alternative site or project; or
 - (iii) The employer ceases to exist and/or no longer requires the engagement of employees.
- (b) Redundant has a corresponding meaning to redundancy as expressed in clause 17.2(a).

17.3 Redundancy pay

- (a) A redundant employee will receive redundancy/severance payments, calculated as follows, in respect of all continuous service with the employer:

Period of continuous service with an employer	Redundancy/severance pay
1 year or more but less than 2 <u>Less than 2</u> years	Nil 2.4 weeks' pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks' pay
3 years or more than but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

- (b) Week's pay means the ordinary time hourly rate at the time of termination multiplied by 38. Hour's pay means the ordinary time hourly rate at the time of termination. Provided that an employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

[17.3(c) substituted by [PR538792](#) ppc 15Jul13]

- (c) Redundancy/severance entitlements under clause 17.3(a) do not apply if, immediately before the time of the termination due to redundancy, or at the time when the person was given notice of the termination due to redundancy: ~~Week's~~

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~~pay means the ordinary time hourly rate at the time of termination multiplied by 38. Hour's pay means the ordinary time hourly rate at the time of termination.~~

~~(i) the employee's period of continuous service with the employer is less than 24 months; or~~

~~(ii) the employer employs fewer than 5 employees.~~

~~(d) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.~~

~~(e) Any period of service as a casual will not entitle an employee to accrue service in accordance with this clause for that period.~~

~~(f) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.~~

17.4 Redundancy pay schemes

- (a) An employer may offset an employee's redundancy pay entitlement in whole or in part by contributions to a redundancy pay scheme.
- (b) Provided that where the employment of an employee is terminated and:
 - (i) the employee receives a benefit from a redundancy pay scheme, the employee will only receive the difference between the redundancy pay in this clause and the amount of the redundancy pay scheme benefit the employee receives which is attributable to employer contributions. If the redundancy pay scheme benefit is greater than the amount payable under clause 17.3 then the employee will receive no redundancy payment under clause 17.3; or
 - (ii) the employee does not receive a benefit from a redundancy pay scheme, contributions made by an employer on behalf of an employee to the scheme will, to the extent of those contributions, be offset against the liability of the employer under clause 17.3, and payments to the employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. The employee will be entitled to the fund benefit or the award benefit whichever is greater but not both.
- (c) The redundancy pay scheme must be an Approved Worker Entitlement Fund under the Fringe Benefits Tax Regulations 1992 (Cth).

17.5 Service as an employee for the Crown in the Right of the State of Western Australia, the Crown in the Right of the State of New South Wales, Victorian Statutory Authorities, or the Crown in the Right of the State of Victoria will not be counted as service for the purpose of this clause.

17.6 Employee leaving during notice period

An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, the employee will be entitled to the provisions of this clause as if the employee remains

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with the employer until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment instead of notice.

17.7 Transfer of business

[17.7 substituted by [PR994519](#), [PR568673](#) ppc 12Jan16]

(a) Where a business is, before or after the date of this award, transferred from an employer (in this subclause called **the old employer**) to another employer (in this subclause called **the new employer**) and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employer:

- (i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer, and
- (ii) the period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer,

for the purpose of redundancy pay entitlements under this clause.

(b) In this subclause, **business** includes trade, process, business or occupation and includes part of any such business and **transfer** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. **Transferred** has a corresponding meaning.

Part 4—Classifications and Minimum Wage Rates

18. Classifications

[Varied by [PR988410](#)]

The definitions of the classification levels in clause 19—Minimum wages are contained in Schedule B—Classification Definitions.

19. Minimum wages

[Varied by [PR988410](#), [PR992159](#), [PR994519](#), [PR997900](#), [PR998600](#), [PR503624](#), [PR509051](#), [PR516726](#), [PR522882](#), [PR536685](#), [PR538792](#), [PR544640](#), [PR545521](#), [PR551608](#), [PR561160](#), [PR566688](#), [PR579781](#)]

19.1 General

19.1A Junior Employees

[19.1(a) varied by [PR997900](#), [PR509051](#), [PR522882](#), [PR536685](#), [PR551608](#), [PR566688](#), [PR579781](#) ppc 01Jul16]

(a) Where the law permits junior employees to perform work in the construction industry, the junior employee (other than an apprentice or trainee) will be entitled to the percentage of the applicable adult weekly wage (in the case of part-time or casual employees the hourly rate) for their classification as set out in the table below: An adult employee within a level specified in the following table will be paid not less than the rate per week assigned to the appropriate classification, as

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defined in Schedule B—Classification Definitions, in which such an employee is working:

<u>Age</u>	<u>% of adult rate</u>
<u>Under 16 years</u>	<u>36.8</u>
<u>At 16 years</u>	<u>47.3</u>
<u>At 17 years</u>	<u>57.8</u>
<u>At 18 years</u>	<u>68.3</u>
<u>At 19 years</u>	<u>82.5</u>
<u>At 20 years</u>	<u>97.7</u>

Level	Minimum weekly wage	Minimum hourly wage
	\$	\$
Level 9 (ECW 9)	916.30	24.11
Level 8 (CW/ECW 8)	900.40	23.69
Level 7 (CW/ECW 7)	879.20	23.14
Level 6 (CW/ECW 6)	854.70	22.49
Level 5 (CW/ECW 5)	832.50	21.91
Level 4 (CW/ECW 4)	807.80	21.26
Level 3 (CW/ECW 3)	783.30	20.61
Level 2 (CW/ECW 2)	761.00	20.03
Level 1 (CW/ECW 1):		
CW/ECW 1 (level d)	745.50	19.62
CW/ECW 1 (level e)	731.80	19.26
CW/ECW 1 (level b)	721.60	18.99
CW/ECW 1 (level a)	707.00	18.61

[19.1(b) substituted by [PR538792](#) ppc 15Jul13]

- (b) The rates in clause ~~19.1(a)~~~~19.1(a)~~ prescribe minimum classification rates only. The payment of additional allowances is required by other clauses of this award in respect of both weekly and hourly payments. The ordinary time hourly rate for an employee's classification is set out in clause 3.
- (c) CW refers to construction workers in the general building and construction and civil construction sectors. ECW refers to engineering construction workers in the metal and engineering construction sector.

19.2 Leading hands

- (a) A person specifically appointed to be a leading hand must be paid at the rate of the undermentioned percentages of the above weekly rates of the highest

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classification supervised, or the employee's own rate, whichever is the higher in accordance with the number of persons in the employee's charge.

In charge of: % of the appropriate weekly rate per week

1 person	2.4
2 to 5 persons	5.3
6 to 10 persons	6.7
More than 10 persons	9.0

- (b) For daily hire employees, the hourly rate payable is calculated by multiplying amount prescribed in clause ~~19.2(a)~~~~19.2(a)~~ by 52 over 50.4 (52/50.4) and dividing by 38 and the said amount will apply for all purposes of this award (provided that in the case of a carpenter-diver the divisor will be 31).

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19.3 Hourly rate calculation

(a) Daily hire employees—follow the job loading

- (i) The calculation of the hourly rate will take into account a factor of eight days in respect of the incidence of loss of wages for periods of unemployment between jobs.

[19.3(a)(ii) substituted by [PR998600](#), [PR516726](#) ppc 10Nov11]

- (ii) For this purpose the hourly rate, calculated to the nearest cent (less than half a cent to be disregarded), will be calculated by multiplying the sum of the appropriate amounts prescribed in:

- clause 19.1—Minimum wages;
 - clause 21.2—Industry allowance;
- and where applicable,
- clause 20.1—Tool and employee protection allowance;
 - clause 21.3—Underground allowance,

by 52 over 50.4 (52/50.4) rounded to the nearest cent, adding to that subtotal the amount prescribed in clause 21.1—Special allowance, and dividing the total by 38.

Provided that in the case of a carpenter-diver, the divisor will be 31, and for refractory bricklayers and their assistants the allowance contained in clause 21.8—Refractory bricklaying allowance, will be added to the hourly rate.

(b) Weekly hire employees

The hourly rate will be calculated by adding the amounts prescribed in:

- clause ~~19.1~~~~19.1~~—Minimum wages;
- clause ~~21.1~~~~21.1~~—Special allowance;

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- clause ~~21.221.2~~—Industry allowance;
- and, where applicable:
- clauses ~~20.120.1~~—Tool and employee protection allowance;
 - clause ~~21.321.3~~—Underground allowance;
 - clause 21.11—Air-conditioning industry and refrigeration industry allowances;
 - clause 21.12—Electrician’s licence allowance; and
 - clause ~~21.1321.13~~—In charge of plant allowance;
- and dividing the total by 38.

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19.4 Presenting for work but not required

[19.4(a) substituted by [PR538792](#) ppc 15Jul13]

- (a) A new employee, if engaged and presenting for work to commence employment and not being required, will be entitled to at least eight hours’ work or payment therefore at ordinary time hourly rates, plus the appropriate allowance prescribed by clause ~~2525~~—Fares and travel patterns allowance.
- (b) However, if the services of any employee are not required by reason of inclement weather, then the provision of clause ~~2323~~—Inclement weather, will apply.
- (c) Clause 19.4 does not apply to casual employees.

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19.5 Mobile cranes capacity adjustment formula

~~For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes, an amount of 2.4% of the weekly standard rate must be added to the base rate for Level 5 (CW/EW5) and above.~~

~~(a) For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes, an amount of 2.4% of the weekly standard rate must be added to the base rate for Level 5 (CW/EW5) and above.~~

~~(b) The weekly rate, inclusive of the mobile cranes capacity adjustment formula, is calculated as an hourly rate in accordance with clause 13.2.~~

19.6 Piece rates

- (a) An employer and an employee may agree to remunerate the employee in whole or in part by piece rates, instead of (in whole or in part) the rates and allowances provided for in this award.
- (b) The agreement must be made without coercion or duress.
- (c) The employer must record a piece rate agreement made under this clause in writing and provide a copy to the employee and must keep the agreement as a time and wages record.

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- (d) The piece rate agreement must set out the following information:
 - (i) the parties to the agreement;
 - (ii) the date the agreement commences to operate; and
 - (iii) the basis on which the piece rate payment is made and how piecework will be measured.
- (e) An employee working under a piece rate agreement must:
 - (i) be paid no less than the amount to which the employee would have been entitled to receive under the rates and allowances prescribed by this award if the piece rate agreement had not been made; and
 - (ii) not disadvantage the employee in relation to their terms and conditions of employment.
- (f) For the purpose of the NES, the base rate of pay for a pieceworker is the base rate of pay as defined in the NES
- (g) For the purpose of the NES, the full rate of pay for a pieceworker is the full rate of pay as defined in the NES
- (h) An agreement made under this clause may be terminated by written agreement between the employer and the employee or by either party giving four weeks' notice in writing to the other party and the agreement will cease to operate at the end of the notice period.

19.7 Apprentice wages

[19.7 varied by [PR994519](#), [PR998600](#), [PR503624](#)]

- (a) A person who has completed a full apprenticeship must not be paid less than the [standard rate](#).

[19.7(b) substituted by [PR544640](#), [PR545521](#); corrected by [PR561160](#); substituted by [PR566688](#) ppc 01Jul15]

- (b) An apprentice shall be paid a minimum rate of pay calculated on the total of the percentage of the standard rate determined in accordance with the following tables, and the allowances prescribed in clause 19.7(e):
 - (i) Apprentices who commence a contract of training on or after 1 January 2014 (excluding apprentices covered by the Electrotechnology Training Package)

(A) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	Have not completed year 12 % of the standard rate	Have completed year 12
Stage 1	On commencement and prior to the attainment of the minimum training	50	55

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Stage of apprenticeship	Minimum training requirements on entry	Have not completed year 12	Have completed year 12
		% of the <u>standard rate</u>	
	requirements specified for Stage 2		
Stage 2	<ul style="list-style-type: none"> • On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or • 12 months after commencing the apprenticeship, whichever is the earlier.	60	65
Stage 3	<ul style="list-style-type: none"> • On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or • 12 months after commencing Stage 2, whichever is the earlier.	75	75
Stage 4	<ul style="list-style-type: none"> • On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or • 12 months after commencing Stage 3, whichever is the earlier.	90	90

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(B) Three year apprenticeship (nominal term)

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

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

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

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

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

Three year apprenticeship	% of the <u>standard rate</u>
1st year	55
2nd year	75
3rd year	90

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(c) Transitional provisions competency based progression

[19.7(c) varied by [PR994519](#), [PR503624](#); substituted by [PR544640](#), [PR545521](#) ppc 01Jan14]

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

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

[19.7(d) substituted by [PR544640](#), [PR545521](#) ppc 01Jan14]

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

Nominated residential apprenticeships in Western Australia

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

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

[19.7(e) varied by [PR998600](#); substituted by [PR544640](#), [PR545521](#) ppc 01Jan14]

- (e) In addition to the above rates apprentices will be paid amounts prescribed in:
- clause 21.2—Industry allowance;
 - clause 20.1—Tool and employee protection allowance;
 - the relevant percentage (as identified in clauses 19.7(b) and (d) for the year of the apprenticeship) of the Special allowance contained in clause 21.1;
- and, where applicable,
- clause 21.3—Underground allowance; and

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

as part of the ordinary weekly wage for all purposes.

[19.7(f) inserted by [PR545521](#) ppc 01Jan14]

- (f) Notwithstanding the nominal period, the apprenticeship (excluding apprentices covered by the Electrotechnology Training Package) is completed in a shorter period when:
- (i) the qualification specified in the contract of training is successfully completed; and
 - (ii) the apprentice has the necessary practical experience to achieve competency in the skills covered by the contract of training, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
 - (iii) the requirements of the relevant State/Territory training authority and any requirements of the Construction and Property Services Industry Skills Council with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.

19.8 Adult apprenticeship

[19.8 substituted by [PR544640](#) ppc 01Jan14]

- (a) (i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the ordinary time hourly rate of pay by virtue of entering into the contract of training.
- (ii) Provided that for employees engaged in the general building and construction, and civil construction, sectors the provision in 19.8(a)(i) above shall only apply to employees who have been employed by the employer for at least six months as a full-time weekly or daily hire employee, or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.
- (b) For the purpose of fixing a rate of pay only, the adult apprentice will continue to receive the ordinary time hourly rate of pay that is applicable to the classification or class of work specified in clause 19.1, and in which the adult apprentice was engaged immediately prior to entering into the contract of training.

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- (c) Subject to clauses 19.8(a) and 19.8(b), the rate of pay of an adult apprentice will be the ordinary time hourly rate prescribed for the lowest paid classification in clause 19.1 or the ordinary time hourly rate prescribed by clause 19.7 for the relevant year of apprenticeship, whichever is the greater.

20. Expense related allowance

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994519](#); [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR551729](#), [PR566830](#), [PR579526](#)]

20.1 Tool and employee protection allowance

[20.1(a) varied by [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR551729](#), [PR566830](#), [PR579526](#) ppc 01Jul16]

- (a) A tool allowance must be paid for all purposes of the award in accordance with the following table:

Classification	Tool allowance \$ per week
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter cutter, marble and slate worker, stonemason or tilelayer	30.45
Caster, fixer, floorlayer specialist or plasterer	25.17
Refractory bricklayer or bricklayer	21.61
Roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction sector	15.95
Signwriter, painter or glazier	7.31

- (b) The above allowance does not include the provision of the following tools ~~or protective equipment~~. Where the following tools ~~or protective equipment~~ are provided by the employee then the employee must be reimbursed for the cost of such tools ~~or protective equipment~~ by the employer, or alternatively the employer may elect to provide such tools ~~or protective equipment~~:

(i) **Bricklayers:**

- scutch comb;
- hammers (excepting mash and brick hammers);
- rubber mallets; and/or
- T squares.

(ii) **Carpenters and joiners:**

- dogs and cramps of all descriptions;
- bars of all descriptions;

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

(iii) Stonemasons:

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

(iv) Plasterers:

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

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

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

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

(vi) Civil construction employees:

- waterproof protective clothing required by an employee for particular tasks being performed;
- gloves, overalls, basil aprons and other appropriate protective clothing for employees using toxic substances, bitumen, tar, green timber, second-hand timber or bricks;

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

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

(vii) All employees:

- all power tools and steel tapes over six metres;
- ~~gloves and hand protective paste for employees engaged in handling hot bitumen, creosote, oiled formwork, refractory repair work and in washing down brickwork;~~
- ~~protective clothing for employees required to use muriatic acid;~~
- ~~suitable material and/or coloured glass for the protection of employees working on oxyacetylene or electric arc welding;~~
- ~~suitable screens to protect employees from flash where electric arc operators are working;~~
- ~~gas masks for employees engaged upon work where gas is present; and/or~~
- ~~hand protective paste for any painter, signwriter, plasterer or glazier who requires its use.~~

(viii) All employees other than refractory bricklayers

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

- (c) An employee required to use toxic substances covered by clause 22.2(i) in surroundings where there is an absence of adequate natural ventilation must be provided with:
- (i) an approved type of respirator and/or an approved type of hood with airline attached;
 - (ii) protective clothing as approved by the relevant safety authority;
 - (iii) soap and washing materials;

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- (iv) pneumatic rubber tyred wheelbarrow for loads of bricks and materials;
- (v) overalls where necessary, when bricklayers are engaged on work covered by clauses ~~22.2(m)~~~~22.2(m)~~ and ~~22.2(n)~~~~22.2(n)~~.

(d) Special conditions to apply to bricklayers engaged on construction or repairs to refractory brickwork

The following special conditions will apply to bricklayers engaged on construction or repairs to refractory brickwork; ~~instead of clause 20.1(b)(viii) dealing with safety boots:~~

[20.1(d)(i) varied by [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR551729](#), [PR566830](#), [PR579526](#) ppc 01Jul16]

- (i) ~~Where an employer does not provide appropriate footwear to ensure work can be carried out safely and an employee has provided their own the employee may request an allowance of \$86.09 to reimburse the employee for the cost of purchasing that footwear and this must be provided by the employer for employees who have been employed for six weeks. after six weeks employment, and on request from the employee, an allowance of \$86.09 must be provided for the purchase of boots. The same allowance must be provided to cover the cost of replacement boots, provided that the allowance need not be paid more than once in any six month period dating from the time the allowance is first provided. The allowance is not payable where the employer provides boots; and/or~~

[20.1(d)(ii) varied by [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR551729](#); [PR566830](#), [PR579526](#) ppc 01Jul16]

- (ii) ~~The allowance set in (i) above must be provided to cover the cost of replacement boots, provided that the allowance need not be paid more than once in any six month period dating from the time the allowance is first provided. employees provided with the allowance, or the boots, will accrue credit at the rate of \$4.30 per week from the date of the request. An employee leaving, or being dismissed, before 20 weeks' employment after the date of the request will repay the difference between the credit accrued and the \$86.09; and~~
- (iii) ~~An employee who receives the allowance under this clause shall accrue credit at the rate of \$4.30 per week from the date of the request. If an employee leaves or is dismissed before 20 weeks' employment after the date of the request, they will repay the difference between the credit accrued and the \$86.09. an employer must reimburse an employee for an x ray once every six months, if requested by an employee engaged in refractory brickwork, or working in a tuberculosis home or hospital. Such x rays may be taken during working hours and count as time worked. An employee who ceases work in a tuberculosis home or hospital may also request an x ray on cessation of work.~~

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20.2 Meal allowance

[20.2(a) varied by [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR551729](#), [PR566830](#), [PR579526](#) ppc 01Jul16]

- (a) An employee required to work overtime for at least ~~one and a half~~ two hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 34—Shiftwork, or 38—Annual leave, must be paid by the employer an amount of \$14.54 to meet the cost of a meal, save where an employee was given 24 hours' notice of the requirement to work.
- (b) This subclause will not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance as provided for in clause 24—Living away from home—distant work, and is provided with a suitable meal.

[20.2(c) varied by [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR551729](#), [PR566830](#), [PR579526](#) ppc 01Jul16]

- (c) An operator employee will be entitled to be paid \$14.54 for each meal after the completion of each four hours from the commencement of overtime.

20.3 Compensation for ~~clothes and~~ tools

[20.3(a) varied by [PR994519](#) from 01Jan10]

- (a) An employee must be reimbursed by the employer to a maximum of \$1766.00 for loss of tools by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness, or where the employee does not report for work because of illness or accident and has advised the employer of such absence. An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, fire, molten metal or corrosive substances, must be paid such amount to cover the loss suffered by the employee as may be agreed upon between the employee and the employer.

[20.3(b) varied by [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR551729](#), [PR566830](#), [PR579526](#) ppc 01Jul16]

- (b) An employee transporting their own tools must take all reasonable care to protect those tools and prevent theft or loss. An employee must be reimbursed by the employer to a maximum of \$1766.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness, or where the employee does not report for work because of illness or accident and has advised the employer of such absence.
- ~~(e) An employee transporting their own tools must take all reasonable care to protect those tools and prevent theft or loss.~~
- ~~(d) When an employer requires an employee to wear spectacles with toughened glass lenses the employer must pay the cost of the toughening process.~~

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~~(e)~~(c) For the purposes of this clause:

- (i) only tools used by the employee in the course of their employment will be covered by this clause;
- (ii) the employee will, if requested to do so, furnish the employer with a list of tools so used;
- (iii) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and
- (iv) the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

20.4 Adjustment of expense related allowances

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

[20.4(b) varied by [PR998130](#), [PR523003](#) ppc 01Jul12]

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

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21. Site and general wage related allowances

[Varied by [PR538792](#)]

21.1 Special allowance

- (a) Employees must be paid a special allowance of \$7.70 per week to compensate for the following matters:
 - (i) excess travelling time incurred by employees in the on-site building and construction industry; and
 - (ii) the removal of loadings from the various building awards in this industry.
- (b) This allowance will not be adjusted.

21.2 Industry allowance

In addition to the rates prescribed in clause 19—Minimum wages, an employee must be paid an allowance at the rate of 3.7% of the weekly [standard rate](#) per week to compensate for the following disabilities associated with construction work:

- (a) climatic conditions when working in the open on all types of work;
- (b) the physical disadvantage of having to climb stairs or ladders;
- (c) the disability of dust blowing in the wind, brick dust and drippings from newly poured concrete;
- (d) sloppy and muddy conditions associated with the initial stages of the erection of a building;
- (e) the disability of working on all types of scaffolds or ladders, other than a swing scaffold, suspended scaffold, or a bosun's chair;
- (f) the lack of the usual amenities associated with factory work, (e.g. meal rooms, change rooms, lockers).

21.3 Underground allowance

- (a) An employee, other than an employee in an Operator classification, who is required to work underground must be paid an additional allowance of 1.8% of the weekly [standard rate](#) per week for all purposes of the award in addition to the allowance prescribed in clause 21.2.
- (b) ~~Clause (a) above does not apply to employees who work underground for 4 days or shifts in any ordinary week and they shall instead be paid an additional 0.4% of the weekly [standard rate](#) per day or shift and in addition the allowance prescribed in clause 21.2. Provided that an employee required to work underground for no more than four days or shifts in any ordinary week must be paid an additional 0.4% of the weekly [standard rate](#) per day or shift and in addition the allowance prescribed in clause 21.2.~~
- (c) Where a shaft is to be sunk to a depth greater than six metres, the payment of the underground allowance will commence from the surface.

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- (d) These allowances will not be payable to employees engaged upon pot and drive work at a depth of 3.5 metres or less.

21.4 Multistorey allowance

- (a) A multistorey allowance must be paid to all employees on-site whilst engaged in construction or renovation of a multistorey building to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.

- (b) Provided that for the purposes of this clause **renovation work** is work performed on existing multistorey buildings and such work involves structural alterations which extend to more than two storey levels in a building, and at least part of the work to be performed is above the fourth floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

- (c) In this clause:

multistorey building means a building which will, when complete, consist of five or more storey levels

complete means the building is fully functional and all work which was part of the principal contract is complete

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

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

- (d) Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed 15 metres in height may be covered by this subclause, or by clause 22.3(a) by agreement between the employer and an employee.

- (e) **Plant room:** a plant room situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof or an area of 100 square metres whichever is the lesser.

- (f) **Rates**

- (i) Except as provided for in clause 21.4(g), an allowance in accordance with the following table must be paid to all employees on the building site. The higher allowances presented in respect of work on the 16th and subsequent floors will be paid to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls—rises above the floor level first designated in the allowance scale:

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

- (ii) The allowances payable at the highest point of the building will continue until completion of the building.

(g) Service cores

- (i) All employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 22.3(a), calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period. (i.e. For this purpose, the highest point of the main structure will be regarded as though it were the ground in calculating the appropriate Towers allowance prescribed in clause 22.3(a)).
- (ii) Employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed herein.
- (iii) Provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance application to the main structure.

21.5 Laser operation allowance

(a) Application

This subclause applies when laser equipment is utilised for work within the scope of this award.

(b) Definitions

- (i) **Laser** means any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to one millimetre primarily by the process of controlled stimulation emission.
- (ii) **Laser safety officer** or **LSO** is an employee who in addition to the employees ordinary work is qualified to perform duties associated with laser safety and is appointed as such.

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21.6 Laser safety officer allowance

An employee appointed by the employer to carry out the duties of a laser safety officer must be paid an additional 13.4% of the hourly [standard rate](#) per day or part thereof whilst carrying out such duties, paid as a flat amount without attracting any premium or penalty.

21.7 Carpenter-diver allowance

[21.7 substituted by [PR538792](#) ppc 15Jul13]

Employees undertaking work normally performed by a carpenter-diver must be paid an additional 4.5% of the hourly [standard rate](#) per hour extra which will be regarded as part of the ordinary time hourly rate for all purposes of the award.

21.8 Refractory bricklaying allowance

(a) A special allowance to compensate for disabilities associated with the work of refractory bricklaying must be paid as follows:

Classification	Per hour % of the hourly standard rate
Refractory bricklayer	10.0
Refractory bricklayer's assistant	8.5

[21.8(b) substituted by [PR538792](#) ppc 15Jul13]

(b) This allowance must be paid instead of all special rates prescribed in clause 22—Special rates, except clauses 22.2(b) and 22.2(c) and will be regarded as part of the ordinary time hourly rate.

(c) An apprentice Refractory bricklayer must be paid the allowance on a proportionate basis reflecting the appropriate percentage of the adult wage in clause ~~19.149.1.~~

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21.9 Cofferdam worker

(a) Not under air pressure—employees must be paid an additional 1.7% of the weekly [standard rate](#) extra per week;

(b) Under air pressure—as agreed to between the employer and employees.

21.10 First aid allowance

(a) An employee who:

(i) is appointed by the employer to be responsible for carrying out first aid duties as they may arise;

(ii) holds a recognised first aid qualification (as set out hereunder) from the Australian Red Cross Society, St John Ambulance or similar body;

(iii) is required by their employer to hold a qualification at that level;

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- (iv) the qualification satisfies the relevant statutory requirement pertaining to the provision of first aid services at the particular location where the employee is engaged; and
- (v) those duties are in addition to the employees normal duties, recognising what first aid duties encompass by definition;

will be paid at the following additional rates to compensate that person for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications:

- (vi) an employee who holds the minimum qualifications recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate of Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—0.36% of the weekly [standard rate](#) per day; or
 - (vii) an employee who holds a higher first aid certificate recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—0.57% of the weekly [standard rate](#) per day.
- (b) An employee will be paid only for the level of qualification required by their employer to be held, and there will be no double counting for employees who hold more than one qualification.

21.11 Air-conditioning industry and refrigeration industry allowances

- (a) In addition to the appropriate minimum wage prescribed in clause 19.1, an air-conditioning tradesperson and a refrigeration mechanic must be paid a weekly allowance of 7.9% of the weekly [standard rate](#) as compensation for the various disabilities and peculiarities associated with on-site air-conditioning work or on-site refrigeration work.
- (b) An employee in receipt of this allowance will not be entitled to special rates in:
 - clause 22.2(a)—Insulation;
 - clause 22.2(b)—Hot work;
 - clause 22.2(c)—Cold work;
 - clause 22.2(d)—Confined space;
 - clause 22.2(g)—Wet work;
 - clause 22.2(h)—~~Unusually Unusually Dirty work~~ Dirty work;
 - clause 22.2(l)—Asbestos eradication; and
 - clause 22.2(q)—Height work.

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21.12 Electrician's licence allowance

- (a) An employee engaged and working as an electrical tradesperson and who holds an appropriate electrician's licence must be paid a weekly allowance of 3.2% of the weekly [standard rate](#) for all purposes of this award.
- (b) An appropriate electrician's licence for the purpose of this subclause will be:
- New South Wales—a NSW Electrician's Licence;
 - Victoria—an A Grade Electrician's Licence;
 - South Australia—an A Grade Electrical Worker's Licence;
 - Tasmania—an A Grade Electrician's Licence; and
 - Queensland—an Electrical Mechanic's or Electrical Fitter/Mechanic's Licence.

21.13 In charge of plant

- (a) In charge of plant means:
- (i) when two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility;
 - (ii) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees;
 - (iii) when the employee is the only person of that class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work; or
 - (iv) where shifts are worked, the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work.
- (b) An employee who is in charge of plant must be paid an additional 4.7% of the weekly [standard rate](#) per week.

22. Special rates

[Varied by [PR538792](#)]

22.1 Conditions in respect of special rates

- (a) To avoid doubt, the special rates are allowances for the purpose of clause 7.1(d).
- (b) The special rates prescribed in this award must be paid irrespective of the times at which work is performed and will not, except where specified, be subject to any premium or penalty conditions.

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- (c) This limitation does not apply to the all-purpose special rates prescribed hereunder with applicable to furnace work and acid work, in clauses 22.2(m) and 22.2(n).
- (d) Where more than one of the special rates provides payments for disabilities of substantially the same nature, then only the highest of such rates will be payable unless otherwise provided.
- ~~(e) The special rates must be paid to employees in addition to the other rates in this award. Payments contained in this subclause are in recognition of the disabilities associated with the relevant types of work, including the use of equipment that may be necessary to undertake the relevant types of work, that are not otherwise covered elsewhere in this award, and the use of equipment that may be required to undertake such work.~~
- ~~(f) Except for where specifically stated in this subclause, each payment shall only be payable for the time spent undertaking such work and using related equipment.~~
- ~~(g) An employee entitled to receive the lift industry allowance in clause 42.2(a), or an allowance based on the lift industry allowance, shall not be entitled to any special rate in clause 22.~~

22.2 Special rates applicable to all sectors

(a) Insulation

Employees must be paid an additional 4.0% of the hourly standard rate per hour or part thereof for the disabilities associated with the use of ~~An employee handling~~ charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite, or other recognised insulating material of a like nature, associated with similar disabilities in its use, must be paid an additional 4.0% of the hourly standard rate per hour or part thereof. This extra rate will also apply to an employee working in the immediate vicinity who is affected by the use of such materials.

(b) Hot work

- (i) An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius must be paid an additional 3.2% of the hourly standard rate per hour or part thereof. In temperatures exceeding 54 degrees Celsius, an employee must be paid an additional 4.0% of the hourly standard rate per hour or part thereof.
- (ii) Where such work continues for more than two hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

(c) Cold work

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius must be paid an additional 3.2% of the hourly standard rate per hour. Where such work continues for more than two

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hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

(d) Confined space

- (i) An employee required to work in a confined space must be paid an additional 4.0% of the hourly standard rate per hour or part thereof.
- (ii) ~~Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.~~

(e) Swing scaffold

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

Height of bracing	First four hours	Each additional hour
	% of the hourly <u>standard rate</u>	% of the hourly <u>standard rate</u>
0–15 storeys	23.3	4.8
16–30 storeys	30.1	6.3
31–45 storeys	35.6	7.2
46–60 storeys	58.3	12.0
greater than 60 storeys	74.3	15.4

- (ii) ~~An apprentice with less than two years' experience must not use a swing scaffold or bosun's chair, and further provided that s~~ Solid plasterers when working off a swing scaffold must receive an additional 0.7% of the hourly standard rate per hour.

~~(iii) Payments contained in this subclause are in recognition of the disabilities associated with the use of swing scaffolds.~~

~~(iv)~~ (iii) For the purposes of this clause:

- **completed** means the building is fully functional and all work which is part of the principal contract is complete;
- **storeys** will be given the same meaning as a storey level in clause 21.4.

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(f) Explosive powered tools

An operator of explosive powered tools, who is required to use an explosive powered tool, must be paid an additional 7.6% of the hourly [standard rate](#) during ~~which the employee uses such a tool, for each day on which the employee uses such a tool.~~

(g) Wet work

An employee working in any place where water is continually dripping such that clothing and boots become wet, or where there is water underfoot, must be paid an additional 3.2% of the hourly [standard rate](#) per hour whilst so engaged.

(h) Unusually Dirty work

An employee engaged on unusually dirty work must be paid an additional 3.2% of the hourly [standard rate](#) per hour.

(i) Toxic substances

(i) Employees using toxic substances or materials of a like nature must be paid an additional 4.0% of the hourly [standard rate](#) per hour. ~~Employees working in close proximity to employees so engaged must be paid an additional 3.2% of the hourly standard rate per hour.~~

(ii) ~~Toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives and include a two pack catalyst system.~~

(j) Fumes

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present must be paid an allowance which will be such rates as are agreed upon between the employee or the majority of employees and the employer.

(k) Asbestos

Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards as required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to employees using such materials, must be paid an additional 4.0% of the hourly [standard rate](#) per hour whilst wearing such equipment.

(l) Asbestos eradication

Employees engaged in the process of asbestos eradication (defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of or contain asbestos) on the performance of work within the scope of this award, must receive an additional 10.8% of the hourly [standard rate](#) per hour worked, but will not be paid special rates prescribed in this clause with the exception of:

- clause 22.2(b)—Hot work;

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- clause 22.2(c)—Cold work;
- clause 22.2(e)—Swing scaffold;
- clause 22.3(d)—Plaster or composition spray;
- clause 22.3(h)—Second-hand timber; and
- clause 22.2(n)—Acid work.

(m) Furnace work

[22.2(m) substituted by [PR538792](#) ppc 15Jul13]

An employee engaged in the construction of, or alteration or repairs to, boilers, flues, furnaces, retorts, kilns, ovens, ladels, and similar refractory work must be paid an additional 8.5% of the hourly [standard rate](#) per hour. This additional rate will be regarded as part of the ordinary time hourly rate for all purposes.

(n) Acid work

[22.2(n) substituted by [PR538792](#) ppc 15Jul13]

An employee required to work on the construction of or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork must be paid an additional 8.5% of the hourly [standard rate](#) per hour. This additional rate will be part of the ordinary time hourly rate for all purposes.

(o) Heavy blocks—employees laying other than standard bricks

(i) Employees employed laying blocks (other than concrete blocks for plugging purposes) must be paid the following additional rates, ~~unless provided with mechanical means for the handling, lifting and placing of heavy blocks:~~

- where the blocks weigh over 5.5 kg and under 9 kg—3.2% of the hourly [standard rate](#) per hour;
- where the blocks weigh 9 kg to 18 kg—5.8% of the hourly [standard rate](#) per hour;
- where the blocks weigh over 18 kg—8.2% of the hourly [standard rate](#) per hour.

(ii) This special rate will not apply to employees being paid the extra rate for refractory work.

(iii) ~~Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks will be paid the rates prescribed in this clause.~~

(p) Bitumen work

An employee handling hot bitumen or asphalt or dipping materials in creosote, must be paid an additional 4.0% of the hourly [standard rate](#) per hour.

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(q) Height work

An employee, other than an employee working on a bosun's chair or swinging stage, working on any structure at a height of more than nine metres where an adequate fixed support not less than 0.75 metres wide is not provided, must be paid an additional 2.9% of the hourly [standard rate](#) per hour. This provision does not apply in addition to the towers allowance prescribed in clause 22.3(a).

(r) Suspended perimeter work platform

(i) This allowance applies to employees engaged on construction work (including renovation or refurbishment work) performed on a suspended perimeter work platform (other than a swinging stage ~~or bosun's chair~~) which uses a mechanical, hydraulic or other form of propulsion (not being rope or cable suspended) to relocate the work platform at different levels on the perimeter of a building or structure. An example of this type of system includes the Lubeca Façade System.

(ii) The allowance payable is an additional 4.9% of the hourly [standard rate](#) per hour and is to be paid instead of swing scaffold and multistorey allowance for all employees working on suspended perimeter work platform systems.

(s) Employee carrying fuels, oils and greases

An employee required by the employer to carry any fuels, oils and/or greases in the employees own vehicle for use in the employer's plant must be paid an additional 1.4% of the weekly [standard rate](#) per day in addition to any amount payable under clause 25—Fares and travel patterns allowance, for each day the employee is so required by the employer to carry such materials.

(t) Pile driving

Where a mobile crane in excess of 15 tonnes is required to perform pile driving at any site or installation, or is required to be involved in the extraction process, the operator must receive an additional 2.0% of the weekly [standard rate](#) per day or part thereof.

(u) Dual lift allowance

Where two or more forklifts or cranes are engaged on any lift the drivers thereof must be paid an additional 16.2% of the hourly [standard rate](#) for each day or part thereof so occupied.

(v) Stonemasons—cutting tools

If cutting tools are not provided the employer must pay an additional 0.2% of the hourly [standard rate](#) per hour.

22.3 Special rates applicable only to the general building and construction sector

(a) Towers allowance

(i) An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15

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metres in height must be paid for all work above 15 metres, an additional 3.2% of the hourly [standard rate](#) per hour with 3.2% of the hourly [standard rate](#) per hour additional for work above each additional 15 metres.

- (ii) Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks must be paid the rates prescribed in clause 22.2(o).

(b) Cleaning down brickwork

An employee required to clean down bricks using acids or other corrosive substances must be paid an additional 2.9% of the hourly [standard rate](#) per hour.

(c) Bagging

Employees engaged upon bagging brick or concrete structures must be paid an additional 2.9% of the hourly [standard rate](#) per hour.

(d) Plaster or composition spray

An employee using a plaster or composition spray must be paid an additional 3.2% of the hourly [standard rate](#) per hour whilst so engaged.

(e) ~~Slushing~~Patching

An employee engaged in ~~slushing~~ patching must be paid an additional 3.2% of the hourly [standard rate](#) per hour.

(f) Dry polishing of tiles

Employees engaged on dry polishing of tiles where machines are used must be paid an additional 4.0% of the hourly [standard rate](#) per hour or part thereof.

(g) Cutting tiles

An employee engaged at cutting tiles by electric saw must be paid an additional 4.0% of the hourly [standard rate](#) per hour whilst so engaged.

(h) Second-hand timber

Where, whilst working with second-hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber the employee will be entitled to an allowance of 12.6% of the hourly [standard rate](#) per day on each day upon which the employee's tools are so damaged. No allowance will be payable under this clause unless it is reported immediately to the employer's representative on the job in order that they may prove the claim.

(i) Roof repairs

Employees engaged on repairs to roofs must be paid an additional 4.0% of the hourly [standard rate](#) per hour, provided that instead of this rate roof slaters and tilers must be paid to employees who work on a roof at a height of over 15 metres measured at the loading point of the tiles at ground level to the eaves, must be paid an additional 2.9% of the hourly standard rate per hour, in accordance with the following:

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

(j) Computing quantities

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

(k) Grindstone allowance

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

(l) Brewery cylinders—painters

[22.3(l) substituted by [PR538792](#) ppc 15Jul13]

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

(m) Certificate allowance

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

(n) Spray application—painters

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

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(o) Pneumatic tool operation

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

(p) Bricklayer operating cutting machine

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

(q) Hydraulic hammer

An operator of a hydraulic hammer attached to an excavator must be paid an additional 5.4% of the hourly [standard rate](#) per hour for all purposes.

(r) Waste disposal

Plant operators working in landfill and garbage tips must be paid an additional 6.7% of the hourly [standard rate](#) per hour for each hour worked with a minimum payment of three hours each day. ~~This allowance compensates for the special disabilities associated with the offensive and obnoxious nature of the duties of solid and liquid waste and garbage disposal.~~ The allowance will be paid for each hour the employees are suffering the disabilities and will not form part of the ordinary wage for all purposes of the award.

22.4 Special rates applicable only to the civil construction sector

(a) Pipe enamelling

An employee engaged on the enamelling of pipe joints by hand, on-site, must be paid an additional 0.9% of the weekly [standard rate](#) per day or part thereof.

(b) Powdered lime dust

(i) Employees exposed for any period greater than one hour in any shift to powdered lime dust from the spreading or mixing of powdered lime used in the stabilisation of road making material must be reimbursed the cost of purchasing the following protective clothing:

- overalls;
- wide vision goggles;
- respirator;
- boots; and
- gloves.

(ii) The provisions of this subclause do not apply where the protective clothing is supplied by the employer.

(iii) In addition, the employer must maintain at or near the work site or other place where such lime is being used, adequate facilities to enable any

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employee whose skin is contaminated with lime either directly or through their ordinary clothing to wash the affected area. A supply of barrier cream and hand cleanser must be provided for the use of any employee required to handle powdered lime.

- (iv) Employees engaged in carrying out lime work will be obliged to wear the protective clothing supplied by the employer.
- (v) Each employee exposed to powdered lime dust whilst engaged in spreading or mixing powdered lime must, during the time they are so exposed, be paid an additional 3.5% of the hourly [standard rate](#) per hour in addition to all other rates payable in this award.

(c) Sand blasting

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

(d) Live sewer work

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

(e) Timbering

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

(f) Special work

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

(g) Compressed air work

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

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

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(h) Cutting stone

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

23. Inclement weather

[Varied by [PR538792](#)]

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

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

23.3 The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.

23.4 The time of the cessation of work due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.

23.5 When inclement weather conditions exist an affected employee is not required to commence or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.

23.6 Where a concrete pour is completed in accordance with clause 23.5, work will be paid at the rate of double time calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home for the remainder of the day without loss of pay.

[23.7 substituted by [PR538792](#) ppc 15Jul13]

23.7 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary time hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any four week period for each employee. Payment is subject to adherence to the terms of this clause.

[23.8 renumbered as 23.8(a) by [PR538792](#) ppc 15Jul13]

23.8 (a) If an employee commences employment during a four week period the employee will be credited with:

- 32 hours where the employee commences on any working day within the first week;

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- 24 hours where the employee commences on any working day within the second week;
- 16 hours where the employee commences on any working day within the third week; and
- eight hours where the employee commences on any working day within the fourth week in any four week period.

[23.8(b) inserted by [PR538792](#) ppc 15Jul13]

- (b) The first period will be deemed to commence on the first Monday after 28 December 2009 and subsequent periods will commence at four weekly periods thereafter, provided that a calendar that was being used immediately before 15 July 2013 may still apply.

23.9 An employee working on a part-time basis pursuant to clause 13—Part-time weekly hire employment, will be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee's proportionate employment will be as follows:

32 x Number of hours agreed to be worked during the four week period

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23.10 Inclement weather occurring during overtime will not be taken into account for the purposes of this clause and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

23.11 Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather.

23.12 Subject to the availability of alternative work in an employee's classification, an employer may require employees to transfer:

- (a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or
- (b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.

23.13 Additional wet weather procedure

(a) Remaining on site

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

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

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- (iii) during the final two hours of the normal work day for more than an accumulated total of one hour;

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

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

(b) Rain at starting time

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

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

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

24. Living away from home—distant work

[Varied by [PR994519](#), [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR538792](#), [PR551729](#), [PR566830](#), [PR579526](#)]

24.1 Qualification

- (a) This clause operates when an employee is employed on construction work at such a distance from the employee's usual place of residence or any separately maintained residence that the employee cannot reasonably return to that place each night, provided that:
 - (i) the employee is not in receipt of relocation benefits;
 - (ii) the employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
 - (iii) the employee has provided the details of their usual place of residence, or any separately maintained address to the employer.
- (b) The employee is not entitled to payment under this clause if the employee has knowingly made a false statement regarding the details required in clause [24.224.2](#).

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24.2 Employee's address

- (a) On engagement, an employee must provide the employer with their address at the time of application, the address of any separately maintained residence and, if requested, reasonable documentary proof of those details.
- (b) No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees.

24.3 Entitlement

- (a) Where an employee qualifies under clause ~~24.124.1~~ the employer will:

[24.3(a)(i) varied by [PR994519](#) from 01Jan10, [PR998130](#), [PR523003](#), [PR536806](#), [PR551729](#), [PR566830](#) ppc 01Jul15]

- (i) pay a living away from home allowance of \$478.44 per complete week. In the case of broken parts of the week the living away from home allowance will be \$68.45 per day. This allowance may be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed; or
 - (ii) provide the worker with reasonable ~~board and~~ lodging in a well kept establishment ~~and with reasonable board of with~~ three adequate meals each day; or
 - (iii) where employees are required to live in camp, provide all board and accommodation free of charge.
- (b) The accommodation provided will be of a reasonable standard having regard to the location in which work is performed, including the provision of reasonable ablution/laundry, recreational and kitchen facilities, as well as reasonable external lighting, mail facilities, radio or telephone contact and fire protection.

24.4 Messing system

[24.4(a) substituted by [PR538792](#) ppc 15Jul13]

- (a) Where 10 or more employees are engaged, the employer will provide a cook. If there are less than 10 employees, the employer must reimburse employees for food reasonably purchased by them for their own use or must reimburse the reasonable cost of meals consumed in the nearest recognised centre, provided this subclause will not apply where the employee is provided with three meals per day in accordance with clause 24.3(a)(ii).
- (b) In camps over 30 people the employer must employ a camp attendant.
Camp attendant means an employee engaged for the purpose of maintaining a camp in a clean and hygienic condition.
- (c) In all camps the employer must provide labour for the purpose of maintaining the camp in a clean and hygienic condition.
- (d) Where an employer has established a camp site and provides facilities for employees living in their own caravan, the employer must provide reasonable space for the caravans.

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24.5 Camping allowance

[24.5 varied by [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#), [PR551729](#), [PR579526](#) ppc 01Jul16]

An employee living in a construction camp where free messing is not provided must receive a camping allowance of \$191.96 for every complete week the employee is available for work. In the case of broken weeks, the camping allowance will be \$27.40 per day including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday and Sunday.

24.6 Camp meal charges

Where a charge is made for meals in a construction camp, the charge will be fixed by agreement between the employer and the majority of affected employees.

24.7 Travelling expenses

An employee who is sent by an employer to a job which qualifies the employee for the provisions of this clause will not be entitled to any of the allowances prescribed by clause ~~2525~~—Fares and travel patterns allowance, for the period occupied in travelling from the employee's usual place of residence to the distant job, but instead will be entitled to the following benefits:

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(a) Forward journey

[24.7(a)(i) varied by [PR998130](#), [PR509173](#), [PR523003](#), [PR536806](#); substituted by [PR538792](#) ppc 15Jul13; varied by [PR551729](#), [PR566830](#), [PR579526](#) ppc 01Jul16]

(i) An employee must:

- be provided with appropriate transport or be paid the amount of a fare on the most appropriate method of public transport to the job (bus, economy air, second class rail with sleeping berths if necessary), and any excess payment due to transporting tools if such is incurred; and
- be paid for the time spent in travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel; and
- be paid \$14.54 per meal for any meals incurred while traveling.

- (ii)** The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within two weeks of commencing on the job and who does not immediately return to the employee's place of engagement.

(b) Return journey

[24.7(b)(i) varied by [PR523003](#), [PR536806](#), [PR551729](#) ppc 01Jul14]

- (i)** An employee will, for the return journey, receive the same payments provided for the forward journey (see clause ~~24.7(a)~~~~24.7(a)~~). In addition, daily hire employees will receive an amount of \$20.81 to cover the cost of

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transport and transporting tools from the main public transport terminal to the employee's usual place of residence.

- (ii) The return journey payments will not be paid if the employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct at any time.

(c) Travelling time calculations

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

(d) Daily fares allowance

An employee engaged on a job who qualifies under the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site ~~and or~~ supplied with transport) must be paid the allowance prescribed by clause ~~2525~~—Fares and travel patterns allowance.

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(e) Weekend return home

[24.7(e)(i) varied by [PR523003](#), [PR536806](#), [PR551729](#) ppc 01Jul14]

- (i) An employee who notifies the employer, no later than Tuesday of each week, of their intention to return to their usual place of residence at the weekend and who returns to such usual place of residence for the weekend, must be paid an allowance of \$35.28 for each occasion provided that the employee does not miss any ordinary hours of work.

- (ii) An employee who is receiving the living away from home allowance pursuant to clause ~~24.3(a)(i)~~~~24.3(a)(i)~~ or camping allowance pursuant to clause ~~24.524.5~~ is not entitled to payment under clause ~~24.7(e)(i)~~~~24.7(e)(i)~~.

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- (iii) When an employee returns to their usual place of residence for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance in clause ~~24.324.3~~ will be made.

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(f) Rest and recreation

(i) Rail or road travel

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

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with the employee's commencement of work on the morning of the working day following the weekend.

(ii) Air travel

• Notwithstanding any other provisions contained in clause ~~24.7(f)(i)24.7(f)(i)~~ and instead of such provisions, the following conditions will apply to an employee who qualifies under clause ~~24.124.1~~ where such construction work is located in any other area to which air transport is the only practicable means of travel. An employee may return home after four months' continuous service and will in such circumstances be entitled to two days' leave with pay in addition to the weekend, provided that the entitlement in respect of an employee in the civil construction sector will arise after 10 weeks' continuous service.

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• Thereafter the employee may return to the employee's usual place of residence after each further period of four months' continuous service, and in each case will be entitled to two days' leave of which one day will be paid leave.

• Payment for leave and reimbursement for any economy air fare paid by the employee will be made at the completion of the first pay period commencing after date of return to the job.

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

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(iv) Limitation of entitlement

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

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(v) Service requirements

For the purpose of clauses ~~24.7(f)(i)24.7(f)(i)~~ and ~~24.7(f)(ii)24.7(f)(ii)~~, service will be deemed to be continuous notwithstanding an employee's absence from work as prescribed in this clause.

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(vi) Variable return home

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlement.

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(vii) No payment instead

Payment of fares and leave with pay as provided for in clauses ~~24.7(f)(i)~~~~24.7(f)(i)~~ and ~~24.7(f)(ii)~~~~24.7(f)(ii)~~ will not be made unless utilised by the employee.

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(viii) Alternative paid day off procedure

If the employer and the employee so agree, any accrued rostered days off (RDO) as prescribed in clause ~~3333~~—Ordinary hours of work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave.

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(ix) Termination of employment

An employee will be entitled to notice of termination of employment in sufficient time to arrange suitable transport at termination or must be paid as if employed up to the end of the ordinary working day before transport is available.

24.8 Transitional airfares provision in respect of employees in the Territory of Christmas Island

[24.8 inserted by [PR994519](#) from 01Jan10]

- (a) Where an employee is domiciled in the Territory of Christmas Island and is not entitled to air travel under clause 24.7(f), that employee is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months' continuous service.
- (b) The airfare payable is the equivalent of a return economy airfare from Christmas Island to Perth.
- (c) Clause 24.8 ceases to operate on 31 December 2014.

25. Fares and travel patterns allowance

[Varied by [PR994519](#), [PR515583](#), [PR523003](#), [PR536806](#), [PR538792](#), [PR544640](#), [PR551729](#)]

[25.1 varied by [PR994519](#) from 01Jan10]

25.1 Employees will start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked, and will transfer from site to site as directed by the employer. Other than in the case of an employee directed by the employer to pick up and/or return other employees to their homes, time spent by an employee travelling from the employee's home to the job and return outside ordinary hours will not be regarded as time worked. No travelling time payment is required except as provided for in clauses ~~21.121.1~~, ~~24.724.7~~, ~~25.525.5~~, 25.7 and ~~36.336.3~~. The fares and travel patterns allowance recognises travel patterns and costs peculiar to the

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industry, which include mobility in employment and the nature of employment on construction work.

25.2 Metropolitan radial areas

[25.2 substituted by [PR515583](#) from 01Jan10; varied by [PR523003](#), [PR536806](#), [PR551729](#) ppc 01Jul14]

- (a) An employee, ~~other than an employee in the metal and engineering construction sector who is required to commence or cease work at the employer's workshop, yard or depot other than on a construction site,~~ must be paid an allowance of \$17.43 per day for each day worked when employed ~~on~~ in construction work, at a construction site located away from the employers establishment and:
- (i) within a radius of ~~50-75~~ kilometres of the GPO in a capital city of a State or Territory; or
 - (ii) within a radius of 50-75 kilometres of the principal post office in a regional city or town in a State or Territory.
- (b) ~~Clause 25.2(a) does not apply to employees in the metal and engineering sector who begin and cease work at the employer's workshop, yard or depot.~~

25.3 Distant work

The allowance prescribed in clause ~~25.225.2~~ must be paid to employees employed on distant work (as defined in clause ~~24.124.1~~), when the work is carried out within a radius of ~~50-75~~ kilometres from the place where, with the employer's approval, the employee is accommodated.

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25.4 Country radial areas

- (a) An employer with a business or branch or section thereof (for the purpose of engagement) that is established in any place (other than on a construction site) outside the areas mentioned in clause ~~25.225.2~~, must pay their employees the allowances prescribed in clause ~~25.225.2~~ for work located within a radius of ~~50-75~~ kilometres from the post office nearest the employer's establishment.
- (b) Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated address will be used for purposes of this clause and employees are entitled to the provisions of clause 25.5 when travelling to a job outside such radial area.

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25.5 Travelling outside radial areas

[25.5 varied by [PR523003](#), [PR536806](#); substituted by [PR538792](#) ppc 15Jul13]

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

- (a) the allowance prescribed in clause ~~25.225.2~~ for each day worked; and
- (b) in respect of travel from the designated boundary to the job and return to that boundary:

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- (i) the time outside ordinary working hours reasonably spent in such travel, which will be paid at the ordinary time hourly rate, and calculated to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey; and

[25.5(b)(ii) varied by [PR551729](#) ppc 01Jul14]

- (ii) any expenses necessarily and reasonably incurred in such travel, which will be \$0.47 per kilometre where the employee uses their own vehicle.

25.6 Residing outside radial areas

An employee whose residence is outside the radial areas prescribed in clauses [25.225.2](#), [25.325.3](#) and [25.425.4](#) and who crosses a radial boundary to travel to a construction site, will be entitled to the allowance prescribed in clause [25.225.2](#) for each day worked but not payment for the time reasonably spent in travelling from the designated radial boundary to the job and return to the radial boundary.

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25.7 Travelling between radial areas

The provisions of clause [25.525.5](#) will apply to an employee who is required by the employer to travel daily from one of those areas mentioned in clauses [25.225.2](#), [25.325.3](#) and [25.425.4](#) to an area, or to another area, mentioned in clauses [25.225.2](#), [25.325.3](#) and [25.425.4](#).

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25.8 Provision of transport

- (a) No allowances, other than those prescribed in clauses [25.525.5](#) and [25.725.7](#) and in the circumstances described in clause [25.8\(b\)](#)~~25.8(b)~~, will be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home to the place of work and return.

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- (b) The allowance prescribed in this clause will be payable on any day for which the employer provides a vehicle free of charge to the employee for a purpose related to their contract of employment, and the employee is required by the employer to drive this vehicle from the employee's home to their place of work and return and for no other private use.

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25.9 Transfer during working hours

- (a) An employee transferred from one site to another during working hours will be paid for the time occupied in travelling and, unless transported by the employer, must be paid reasonable cost of fares by the most convenient public transport between such sites.

[25.9(b) varied by [PR523003](#), [PR536806](#), [PR551729](#) ppc 01Jul14]

- (b) Provided that where an employee agrees to their employer's request to use the employee's own car for such a transfer, the employee must be paid an allowance at the rate of \$0.78 per kilometre.

25.10 Daily entitlement

- (a) The travelling allowances prescribed in this clause will be payable for:

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- (i) any day upon which the employee performs or reports for duty, or allocation of work; and
 - (ii) any rostered day off taken as prescribed in clauses ~~3333~~—Ordinary hours of work, and ~~3434~~—Shiftwork.
- (b) The allowances prescribed in this subclause will be taken into account when calculating the annual leave loading.
- (c) The allowances prescribed by this subclause will not be taken into account for calculating overtime, penalty rates, annual or personal/carer’s leave entitlements.

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25.11 Work in fabricating yard

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

25.12 Apprentices

- (a) Apprentices will be entitled to a proportion of the allowances prescribed in clauses ~~25.225.2~~, ~~25.325.3~~ and ~~25.425.4~~ in accordance with the following scale:
- (i) on the first year rate—75% of amount prescribed;
 - (ii) on second year rate—85% of amount prescribed;
 - (iii) on third year rate—90% of amount prescribed;
 - (iv) on fourth year rate—95% of amount prescribed.

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[25.12(b) substituted by [PR544640](#) ppc 01Jan14]

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

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

The monetary allowances prescribed in clauses ~~2424~~—Living away from home—distant work, and ~~2525~~—Fares and travel patterns allowance, will be adjusted in accordance with clause ~~20.420.4~~.

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26. District allowances

[26 varied by [PR994519](#); deleted by [PR561478](#) ppc 05Mar15]

27. Accident pay

[Varied by [PR994519](#), [PR503624](#); 27 deleted by [PR561478](#) ppc 05Mar15; new 27 inserted by [PR571818](#) ppc 15Oct15]

- 27.1** This clause commences on 15 October 2015.
- 27.2** The employer must pay an employee accident pay.
- 27.3** Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total of 26 weeks in respect to the employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.
- 27.4** The termination of the employee's employment for any reason whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with clause 27.3.
- 27.5** Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date of receipt of the lump sum by the employee.
- 27.6** If an employer has a scheme for the payment of accident pay that contains provisions generally not less favourable to employees than the provisions of this clause, the employer may apply to the Fair Work Commission for that scheme to apply instead of this clause.
- 27.7** For a casual employee the weekly payment as defined in clause 3.1 will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings and overtime.
- 27.8** If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.
- 27.9** For the avoidance of doubt, an employee will not be entitled to any payment under this clause in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.

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28. National training wage

[Varied by [PR988410](#), [PR997900](#), [PR509051](#), [PR522882](#), [PR536685](#), [PR538792](#), [PR551608](#), [PR566688](#), [PR579781](#)]

[28.1 varied by [PR538792](#) ppc 15Jul13]

~~28.1 The provisions of Schedule C will apply in respect of traineeships, save that the following minimum wage rates will apply instead of those within clause C.5.1 of Schedule C. Schedule E to the Miscellaneous Award 2010 sets out minimum wages rates and conditions for employees undertaking traineeships.~~

~~28.2 **Civil construction traineeships** This award incorporates the terms of Schedule E to the Miscellaneous Award 2010 as at 1 July 2016.~~

[28.2 varied by [PR997900](#), [PR509051](#), [PR522882](#), [PR536685](#), [PR551608](#), [PR566688](#), [PR579781](#) ppc 01Jul16]

~~The minimum weekly rate payable to civil construction trainees will be as follows:~~

Item	Stage 1	Stage 2	Stage 3
	\$	\$	\$
Base rate	606.26	648.06	698.16
Industry allowance	28.98	28.98	28.98
Special allowance	7.70	7.70	7.70
Total weekly rate	642.94	684.74	734.84

~~28.3 **Other traineeships**~~

[28.3(a) varied by [PR997900](#), [PR509051](#), [PR522882](#), [PR536685](#), [PR551608](#), [PR566688](#), [PR579781](#) ppc 01Jul16]

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

Item	Skill level B	Skill level A
	\$	\$
Base rate	519.56	537.56
Industry allowance	28.98	28.98
Special allowance	7.70	7.70
Weekly rate	556.24	574.24

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

29. School-based apprenticeship

[Varied by [PR988410](#)]

See Schedule D

30. Higher duties

An employee engaged for more than two hours, during one day on duties carrying a higher rate than the employee's ordinary classification, must be paid the higher rate for the whole day. Otherwise the employee must be paid the higher rate for the time so worked.

31. Payment of wages

[Varied by [PR995980](#), [PR503624](#)]

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

31.2 ~~An employee paid by cheque must be allowed reasonable time, as agreed between the employer and the employee, to attend the branch of the employee's bank nearest the workplace to cash cheques during working hours. Decision AM2016/8~~

[31.3 substituted by [PR995980](#), [PR503624](#) ppc 01Jan11]

31.3 Payments must be paid and available to the employee not later than the end of ordinary hours of work on Thursday of each working week. Where an employer made payment less frequently in compliance with a relevant award or award-based transitional instrument, prior to the making of this award on 1 January 2010, or where an employer made payment less frequently in compliance with a Division 2B State award, prior to 1 January 2011, the employer may continue to make payment at that frequency, subject to the agreement of employees and/or a majority of employees if required by the relevant award, award-based transitional instrument or Division 2B State award.

31.4 When notice is given, all monies due to the employee must be paid at the time of termination of employment. Where this is not practicable, the employer will have two working days to send monies due to the employee by registered post (or where paid by EFT the monies are transferred into the employee's account).

31.5 If an employee is paid wages by cash or cheque and is kept waiting for their wages more than a quarter of an hour after the usual time of finishing work on pay day (for reasons other than circumstances beyond the control of the employer), the employee is to be paid at overtime rates after that quarter of an hour for the period they are kept waiting, with a minimum payment of a quarter of an hour.

32. Superannuation

[Varied by [PR994519](#), [PR530215](#), [PR545987](#)]

32.1 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

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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.

32.2 Employer contributions

- (a) 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.

32.3 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 32.2.
- (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 paragraph clauses 32.3(a) or 32.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 32.3(a) or 32.3(b) was made.

32.4 Superannuation fund

[32.4 varied by [PR994519](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 32.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 32.2 and pay the amount authorised under clauses 32.3(a) or 32.3(b) to one of the following superannuation funds or its successor:

- (a) Construction and Building Industry Super (Cbus);
- (b) Building Unions Superannuation (Queensland) (BUSS(Q));

[32.4(c) deleted by [PR545987](#) ppc 01Jan14]

[32.4(d) renumbered as 32.4(c) by [PR545987](#) ppc 01Jan14]

- (c) AUST(Q);

[32.4(e) renumbered as 32.4(d) by [PR545987](#) ppc 01Jan14]

- (d) AustralianSuper;

[32.4(f) substituted by [PR530215](#) ppc 26Oct12; 32.4(f) renumbered as 32.4(e) by [PR545987](#) ppc 01Jan14]

- (e) CareSuper;

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[32.4(g) renumbered as 32.4(f) by [PR545987](#) ppc 01Jan14]

(f) Tasplan;

[32.4(h) deleted by [PR545987](#) ppc 01Jan14]

[32.4(i) deleted by [PR545987](#) ppc 01Jan14]

[32.4(j) deleted by [PR545987](#) ppc 01Jan14]

[32.4(k) renumbered as 32.4(g) by [PR545987](#) ppc 01Jan14]

(g) SunSuper;

[32.4(l) renumbered as 32.4(h) by [PR545987](#) ppc 01Jan14]

(h) Statewide Superannuation Trust;

[32.4(m) renumbered as 32.4(i) and varied by [PR545987](#) ppc 01Jan14]

(i) 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 scheme; or

[New 32.4(j) inserted by [PR545987](#) ppc 01Jan14]

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

32.5 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 32.1(a) and pay the amount authorised under clauses 32.3(a) or (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—Hours of Work and Related Matters

33. Ordinary hours of work

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

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(a) Hours of work and rostered days off

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

(ii) Agreement on alternate RDOs

Where an employer and a majority of employees at an enterprise agree, another day may be substituted for the ~~nominated industry~~ rostered days off as established by clause 33.1(a)(i).

(iii) Agreement on banking of RDOs

- ~~Where employees are employed on distant work covered by clause 24.1, an~~ An employer and a majority of ~~those~~ employees employed at an enterprise or on a particular site ~~on distant work~~ may agree to accrue ~~up to five~~ rostered days off for the purpose of creating a bank to be drawn upon by the employee at times ~~mutually agreed by~~ with the employer.
 - Where the majority of the employees request consultation with their representative(s), that consultation will take place at least five days prior to its introduction.
 - Any agreed arrangement must provide that 13 rostered days are taken off by an employee for 12 months' continuous service.
- (iv) Each day of paid leave taken and a public holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes.
- (v) An employee who has not worked, or is not regarded by reason of clause 33.1(a)(iv) as having worked a complete 19-day four week cycle, will receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.
- (vi) Except where agreement has been reached in accordance with clauses 33.1(a)(ii) and 33.1(a)(iii), the ~~prescribed~~ rostered day off or any substituted day may be worked where it is required by the employer and such work is necessary:
- to allow other employees to be employed productively; or
 - to carry out out-of-hours maintenance; or
 - in the case of unforeseen delays to a particular project or a section of it or other reasons arising from unforeseen or emergency circumstances on a project;

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in which case, ~~in addition to accrued entitlements,~~ the employee is entitled to: ~~will be paid penalty rates and provisions as prescribed for Saturday work in clause 37—Penalty rates.~~

- be paid penalty rates and provisions as prescribed for Saturday work in clause 37-Penalty rates or;
- cash-out the prescribed rostered day off or any substituted day; or
- bank the prescribed rostered day off or any substituted day, to be taken at a later date as agreed between the parties.

(vii) Agreement on working other than the rostered day off cycle

Where an employer and the majority of employees employed at a particular enterprise agree that due to the nature of an employer's operations it is not practicable for the foregoing four week cycle to operate, they may agree to an alternate method of arranging working hours, provided that the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in clause 33.1 and that no more than eight ordinary hours are worked in any one day.

(viii) Early starts

The working day may start at 6.00 am or at any other time between that hour and 8.00 am and the working time will then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period. The change to the start time requires agreement between the employer and the employees and their representative(s), if requested.

(b) Hours of work—part-time employees

- (i) Notwithstanding the provisions of this clause and clause 34—Shiftwork, an employee working on a part-time basis may be paid for actual hours worked and in such instances the employee will not be entitled to accrue time towards a rostered day off, and further provided that such employee will not work on the rostered day off.
- (ii) An employer and employee may agree that the part-time employee accrues time towards a rostered day off as provided by this clause and clause 34—Shiftwork. In such instances, the part-time employee will accrue pro rata entitlements to rostered days off in accordance with clause 33.1(a)(v).

(c) Washing time

The employer will provide sufficient facilities for washing and five minutes will be allowed before lunch and before finishing time to enable employees to wash and put away gear.

(d) ~~Work in compressed air~~

~~The working hours and conditions of employees working in compressed air will be those as from time to time prescribed in the code of the Standards Association of Australia for work in compressed air, Part 1 Airlock Operations.~~

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(e) Hours—underground work

[33.1(e)(i) varied by [PR994519](#) from 01Jan10]

- (i) **Underground** means in any trench, shaft, drive or tunnel more than 6.1 metres (20 feet) below the surface of the ground or any drive or tunnel over 4.6 metres (15 feet) in length or where the drive or tunnel is timbered irrespective of the depth, or any live sewer more than 2.4 metres (8 feet) below the surface of the ground. Nothing in this clause will entitle a person working in a trench by pot and shot method or otherwise at a depth less than 6.1 metres (20 feet) below the surface of the ground to be paid as a miner.
- (ii) The hours of work of employees working underground and all dependent work above the ground will begin at the whistle and end at the surface. The hours of work for underground work will be 38 per week worked in accordance with the provisions of clauses 33.1(a)(i) and ~~33.1(a)(ii)33.1(a)(ii)~~. Each day's work will include half an hour crib break and if two shifts are worked they will be worked between the hours of 6.00 am and midnight.

[33.1(e)(iii) varied by [PR994519](#) from 01Jan10]

- (iii) A week's work will be 30 hours per week, exclusive of crib time, except in the following cases:
- miners driving tunnels with a superficial area not exceeding 12.2 metres (40 feet);
 - miners sinking shafts over 15.2 metres (50 feet) in depth; and
 - persons packing and/or scabbling in dead ends and/or boodler working.

34. Shiftwork

[34.1(a) substituted by [PR538792](#) ppc 15Jul13]

34.1 General building and construction and metal and engineering construction sectors

(a) Definitions

For the purposes of this clause:

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

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

early morning shift means a shift starting at 11.00 pm and before 4.30 am

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

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

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[34.1(b) substituted by [PR538792](#) ppc 15Jul13]

- (b) When an employee is employed continuously (inclusive of public holidays) for five shifts Monday to Friday, the following rates will apply:
 - (i) Afternoon, ~~and night~~ and early morning shift— ordinary time hourly rate plus 50%;
 - (ii) morning and early afternoon shifts— ordinary time hourly rate plus 25%.
- (c) Where a job finishes after proceeding on shiftwork for more than five consecutive days or the employer terminates the employee's services during the week, the employee must be paid at the rate specified in clause 34.1(b) for the time actually worked.

[34.1(d) substituted by [PR538792](#) ppc 15Jul13]

- (d) In the case of broken shifts (i.e. less than 38 ordinary hours worked over five consecutive shifts Monday to Friday) the rates prescribed will be time and a half for the first two hours and double time thereafter.

[34.1(e) substituted by [PR538792](#) ppc 15Jul13]

- (e) The ordinary hours of morning, early afternoon, afternoon and night shift will be eight hours daily inclusive of meal breaks. Provided where shiftwork comprises three continuous and consecutive shifts of eight hours each per day, that 24 minutes of each shift will accrue towards a rostered off shift and a crib time of 20 minutes duration will be allowed on each shift, and will be paid for as though worked. Such crib time will be instead of any other rest period or cessation of work elsewhere prescribed by this award.
- (f) An employee must be given at least 48 hours' notice of the requirement to work shiftwork.

[34.1(g) substituted by [PR538792](#) ppc 15Jul13]

- (g) The hours for shiftworkers, when fixed, must not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of their previous shift.
- (h) For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime must apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, will be regarded as a Friday shift.

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[34.1(i) substituted by [PR538792](#) ppc 15Jul13]

- (i) All work in excess of shift hours, Monday to Friday, other than holidays must be paid for at double time (excluding shift rates).
- (j) The provisions of this award relating to hours of work and leave will apply to employees working shiftwork.

34.2 Civil construction sector

(a) Definitions

For the purpose of this clause:

shiftwork means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged previously

day shift means any shift starting on or after 6.00 am and before 10.00 am

afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm

night shift means any shift starting at or after 8.00 pm and before 6.00 am

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

(b) Roster

Shifts must be worked according to a roster which will:

- (i) provide for rotation of shifts unless all the employees concerned agree otherwise;
- (ii) provide for not more than eight shifts to be worked in any nine consecutive days; and
- (iii) specify the commencing and finishing times of each shift.

(c) Ordinary hours

- (i) The ordinary hours of work for shiftworkers will not exceed an average of 38 per week over a cycle of two, three or four weeks.
- (ii) A shift will consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which will be counted as time worked.

(d) Rostered off shift

Twenty-four minutes of each eight hour shift worked during a shift cycle will accrue as an entitlement to take a rostered off shift after each 19 shifts worked. The rostered off shift will be paid for as though worked.

(e) Paid leave

Each day of paid leave taken and any public holiday occurring during any shift cycle will be regarded as a shift worked for accrual purposes.

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(f) Pro rata accrued entitlements

A shiftworker who has not worked or is not regarded by reason of clause 34.2(e) as having worked a complete shift cycle will receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle. Such pro rata entitlements will be payable for the rostered off shift or, in the case of termination of employment, on such termination.

(g) Taking of rostered off shifts

The employer and employees concerned will agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation. Such accumulation will be limited to not more than five shifts before they are taken as rostered off shifts. When rostered off shifts are taken they will be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.

(h) Work on a rostered off shift

The rostered off shift prescribed by this clause will be taken as a paid shift off. Provided that where an employer for emergency reasons requires an employee to work on their rostered off shift the employee will, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.

(i) Overtime

All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

[34.2(j) substituted by [PR538792](#) ppc 15Jul13]

(j) Shift allowances

A shiftworker whilst on afternoon or night shift other than on a Saturday, Sunday or holiday must be paid their ordinary time hourly rate plus 15%.

(k) Saturdays

Employees working shifts between midnight on Friday and midnight on Saturday must be paid at the minimum rate of time and a half for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 34.2(e).

(l) Sundays and holidays

Subject to this clause, the provisions of clause 41—Public holidays, will apply to shiftworkers. Where shifts commence between 11.00 pm and midnight on a Sunday or holiday, the time so worked before midnight will not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday will be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a

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holiday that shift, the major portion of which falls on a Sunday or a holiday, will be regarded as the Sunday or holiday shift.

(m) Five successive shifts

Shiftworkers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights will be paid at the rate of time and a half for all ordinary time occurring during such shift.

[34.2(n) substituted by [PR538792](#) ppc 15Jul13]

(n) Permanent night shift

An employee who (except at their own request pursuant to clause 34.2(b)(i)):

- (i) during a period of engagement on shift, works night shift only; or
- (ii) remains on a night shift for a longer period than four successive 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 one third of their working time off night shift in each cycle;

must, during such engagement, period or cycle be paid their ordinary time hourly rate plus 30% for all time worked during ordinary working hours on such night shift.

[34.2(o) substituted by [PR538792](#) ppc 15Jul13]

(o) Call outs

A shiftworker called out to work after the expiration of their customary working time and after they have left work for the shift, or is called out to work on a day on which they are rostered off, must be paid for a minimum of three hours work calculated at double time for each occasion the shiftworker is called out. Provided that if called out on a public holiday, payment must be calculated at the rate prescribed in clause 37.9 of this award.

(p) Transport after overtime

When a shiftworker, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer will provide the shiftworker with transport to their usual place of residence or to the nearest appropriate public transport.

35. Meal breaks

35.1 Meal break—day workers

- (a) There must be a cessation of work and of working time, for the purpose of a meal on each day, of no less than 30 minutes, to be taken between noon and 1.00 pm, or as otherwise agreed between an employer and a majority of employees, provided that an employee must not be required to work more than five hours without a break for a meal.

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- (b) Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of finishing of work.

35.2 Meal break—shiftworkers

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

35.3 Rest periods and crib time

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

35.4 Working with toxic materials

Where an employee is using toxic materials and such work continues to the employee's meal break, the employee will be entitled to take washing time of 10 minutes immediately prior to the meal break. Where this work continues to the finishing time of the day or is finalised at any time prior to the finishing time of the day, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.

35.5 Shaft or trench sinkers, etc.

Where shaft or trench sinkers or timberpersons are working at a depth of over 1.8 metres and where employees are driving at any depth in a tunnel or are engaged on

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similar work, the prescribed ordinary hours will include a daily crib time of 30 minutes which will be counted as time worked.

36. Overtime

[Varied by [PR538792](#), [PR544640](#)]

36.1 Requirement to work reasonable overtime

- (a) Except as provided in this clause, an employer may require any employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

36.2 All time worked beyond an employee's ordinary time of work (inclusive of time worked for accrual purposes as prescribed in clauses 33—Ordinary hours of work and 34—Shiftwork), Monday to Friday, must be paid for at the rate of time and a half for the first two hours and at double time thereafter.

36.3 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of three hours' work at the appropriate rates for each time the employee is so recalled. The employee will not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period, unless unforeseen circumstances arise.

36.4 Clause ~~36.336.3~~ will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

[36.5 substituted by [PR538792](#) ppc 15Jul13]

36.5 If an employer requires an employee to work during the time prescribed by clause 35.1 for finishing of work, the employee must be paid at the rate of double time for the period worked between the prescribed time of finishing and the beginning of the time allowed in substitution for the meal break. If the finishing time is shortened at the request of the employee to the minimum of 30 minutes prescribed in clause 35.1 or to any other extent (not being less than 30 minutes) the employer will not be required to

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pay more than the ordinary time hourly rate of pay for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.

36.6 No employee under the age of 18 years will be required to work overtime or shiftwork.

[36.7 substituted by [PR544640](#) ppc 01Jan14]

36.7 Except in an emergency, no trainee or apprentice will work or be required to work overtime or shiftwork at times which would prevent the employee's attendance at a Registered Training Organisation, as required by any statute, award or regulation.

36.8 When an employee finishes work at a time when reasonable means of transport are not available, after having worked overtime and/or a shift for which the employee has not been regularly rostered, the employer must pay the cost of, or provide, transport to the employee's home or to the nearest public transport.

36.9 An employee who works so much overtime:

- (a) between the termination of the employee's ordinary work day or shift, and the commencement of the employee's ordinary work in the next day or shift that the employee has not had at least 10 consecutive hours off duty between these times; or
- (b) on Saturdays, Sundays and holidays (not being ordinary working days) or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the next ordinary day or shift;

must be released after completion of such overtime until the employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.

36.10 An employee who has worked continuously (except for meal and crib times allowed by this award) for 20 hours must not be required to continue at or commence work for at least 12 hours.

36.11 If, on the instructions of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, the employee must be paid at double time until the employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

36.12 The provisions of this subclause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or
- (c) where a shift is worked by arrangement between the employees themselves.

36.13 All work performed on any of the holidays prescribed by the NES or substituted instead thereof, must be paid for at the rate of double time and a half.

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36.14 The provisions of clauses ~~36.8~~~~36.8~~ and ~~36.9~~~~36.9~~ must apply in respect of work on a holiday.

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36.15 An employee required to work on a holiday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.

36.16 All work performed on a Saturday or a Sunday will be paid in accordance with clause ~~37~~~~37~~—Penalty rates.

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36.17 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 XXXX.

(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 pay period immediately following the request.

Note: An example of the type of TOIL agreement required by this clause is set out at Schedule [X]. There is no requirement to use the form of TOIL agreement set out at Schedule [X]. A TOIL agreement 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: An employee who worked 2 overtime hours is entitled to time off of 2 hours.

(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 XXXX but not taken as time off, the employer must pay the employee for the overtime, in the pay period immediately following the request, at the overtime rate applicable to the overtime when worked.

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(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 pay period immediately 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 XXXX as an employee record.

(i) An employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause XXXX.

(j) An employee may, under section 65 of the Fair Work 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. Clause XXXX applies to any such time off granted by the employer as if it were time off covered by an agreement under clause XXXX.

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

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause XXXX 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 Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause XXXX.

37. Penalty rates

[Varied by [PR538792](#)]

37.1 Overtime worked on Saturday must be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday must be paid for at the rate of double time.

37.2 An employee required to work overtime on a Saturday must be afforded at least three hours' work or be paid for three hours at the appropriate rate.

37.3 All work performed on the Saturday following Good Friday must be paid for at the rate of double time and a half.

37.4 An employee required to work on the Saturday following Good Friday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.

37.5 All time worked on Sundays must be paid for at the rate of double time. An employee required to work overtime on a Sunday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.

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[37.6 substituted by [PR538792](#) ppc 15Jul13]

- 37.6** An employee working overtime on Saturday or Sunday must be allowed a paid rest period of 10 minutes between 9.00 am and 11.00 am. This provision operates in place of clause 35.3(a).

[37.7 substituted by [PR538792](#) ppc 15Jul13]

- 37.7** An employee working overtime on a Saturday or working on a Sunday must be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary time hourly rate of pay but this provision will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay. This provision operates in place of clause 35.1(a).

[37.8 substituted by [PR538792](#) ppc 15Jul13]

- 37.8** In the event of an employee being required to work in excess of a further four hours, the employee must be allowed to take a paid crib time of 30 minutes which will be paid at the ordinary time hourly rate of pay. This provision operates in place of clause 35.3(a) and (b).

- 37.9** All work performed on public holidays, or substituted days, must be paid for at the rate of double time and a half, subject to a minimum payment for four hours' work.

Part 6—Leave and Public Holidays

38. Annual leave

[Varied by [PR994519](#), [PR540979](#), [PR582972](#)]

38.1 Leave entitlement

- (a) Annual leave is provided for in the NES. ~~Provided that continuous service for purposes of this clause is as defined in clause 3.1 of this award.~~
- (b) ~~For the purpose of the additional week of leave provided by the NES, a shiftworker means a continuous shiftworker as defined in this award.~~

38.2 Payment for annual leave

[38.2(a) varied by [PR994519](#) from 01Jan10]

- (a) Instead of the **base rate of pay** as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid, in advance, the amount which they would have received for working ordinary time hours if they had not been on leave.

[38.2(b) substituted by [PR540979](#) ppc 02Sep13]

- (b) In addition to the payment prescribed in clause 38.2(a), an employee must receive during a period of annual leave a loading of 17.5% calculated on the following rates, loadings and allowances if such rates, loadings and allowances would have been received by the employee for working ordinary time hours had the employee not been on annual leave:

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- clause 19.1(a)—Minimum wages;
- clause 21.2—Industry allowance;
- clause 21.3—Underground allowance;
- clause 20.1—Tool and employee protection allowance;
- clause 24—Living away from home—distant work;
- clause 25—Fares and travel patterns allowance; and
- clause 19.2—Leading hands.

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

- (c) Instead of the payment in respect of annual leave loading provided for in clause 38.2(b), an employee who would have worked on shiftwork had they not been on leave and where the employee would have received shift loadings prescribed by clause 34—Shiftwork, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 34 will be included in the rate of wage prescribed by clause 38.2(b) instead of the 17.5% loading.

(d) Electronic funds transfer (EFT) payment of annual leave

[38.2(d) inserted by [PR582972](#) ppc 29Jul16]

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.

38.3 Annual close down

- (a) An employer may direct an employee to take paid annual leave during all or part of a period in conjunction with the Christmas/New Year holidays, where the employer shuts down the business, part of the business, or a site where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued.
- (b) Where an employer decides to utilise the provisions of clause 38.3(a) in respect of the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of their employees then qualified for such leave, the employer must give at least two months' notice to the affected employees.

38.4 Annual leave in advance

[38.4 inserted by [PR582972](#) ppc 29Jul16]

- (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:

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- (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 38.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 38.4 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 38.4, 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.

38.5 Cashing out of annual leave

[38.5 inserted by [PR582972](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 38.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 38.5.
- (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 38.5 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 38.5 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 38.5 as an employee record.

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Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 38.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 38.5.

Note 3: An example of the type of agreement required by clause 38.5 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

38.6 Excessive leave accruals: general provision

[38.6 inserted by [PR582972](#) ppc 29Jul16]

Note: Clauses 38.6 to 38.8 contain provisions, additional to the National Employment Standards, 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.

- (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 38.1(b)).
- (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 38.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 38.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

38.7 Excessive leave accruals: direction by employer that leave be taken

[38.7 inserted by [PR582972](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 38.6(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 38.6, 38.7 or 38.8 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

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- (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 38.7(b)(i).

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

38.8 Excessive leave accruals: request by employee for leave

[38.8 inserted by [PR582972](#) ppc 29Jul16]

- (a) Clause 38.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 38.6(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 38.7(a) that, when any other paid annual leave arrangements (whether made under clause 38.6, 38.7 or 38.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 38.6, 38.7 or 38.8 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

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- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 38.1(b)) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

39. Personal/carer's leave and compassionate leave

39.1 Personal/carer's leave entitlements are provided for in the NES.

39.2 If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave will continue from the date of re-engagement. In such case the employee's next year of service will commence after a total of 12 months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment.

40. Community service leave

Community service leave is provided for in the NES.

41. Public holidays

41.1 Public holidays are provided for in the NES.

41.2 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in the NES.

Part 7—Industry Specific Provisions

42. Lift industry

[Varied by [PR545013](#)]

42.1 These special conditions apply to electrical and metal tradespersons and their assistants who perform work in connection with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators.

42.2 Lift industry allowance

- (a) In addition to the weekly award rates specified in clause 19.1, employees must be paid an amount of 14.8% of the [standard rate](#) per week as a lift industry allowance in consideration of the peculiarities and disabilities associated with the installation, major modernisation, servicing, repairing and/or maintenance of

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lifts and escalators and in recognition of the fact that employees engaged in such work may be required to perform, and/or assist to perform, any of such work.

[42.2(b) substituted by [PR545013](#) ppc 01Jan14]

- (b) Apprentices must be paid the following proportion of the appropriate lift industry allowance as follows:

Year of apprenticeship	% of allowance
First year of apprenticeship	55
Second year of apprenticeship	65
Third year of apprenticeship	75
Fourth year of apprenticeship	90

- (c) An employee in receipt of the lift industry allowance prescribed by clause 42.2(a) will not be entitled to any of the special rates prescribed in clause 22—Special rates.
- (d) An employee who is ordinarily engaged in the employer’s workshop and who, from time to time, is required to perform any of the work prescribed in clause 42.2(a) will, in respect of such work, be entitled to payment of a portion of the lift industry allowance in accordance with the provisions of clause 30—Higher duties.
- (e) An electrical tradesperson who has performed work away from a workshop in connection with the installation, major modernisation, servicing repairing, and/or maintenance of lifts and escalators for a period of not less than two years will be classified as Electrician special class.
- (f) The amounts specified in this clause will be paid for all purposes.

42.3 Conditions of employment

The provisions of the award will apply to employees covered by this clause excepting the provisions of clauses 21.1, 21.3 and 21.11.

43. Forepersons and supervisors

[Varied by [PR997900](#), [PR509051](#), [PR522882](#), [PR536685](#), [PR538792](#), [PR551608](#), [PR566688](#), [PR579781](#)]

43.1 Application

These special conditions apply to forepersons and supervisors in the metal and engineering construction sector covered by this award, but do not apply to any employer employing fewer than 30 employees.

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43.2 Wages

[43.2(a) varied by [PR997900](#), [PR509051](#), [PR522882](#), [PR536685](#), [PR538792](#), [PR551608](#), [PR566688](#), [PR579781](#) ppc 01Jul16]

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

Classification	Supervision of three or more tradespersons, excluding leading hands	Supervision of other than three or more tradespersons, excluding leading hands
Foreperson/supervisor	The average of the weekly wage rates for 38 ordinary hours of work, including payments applicable from time to time to the tradespersons (excluding leading hands) supervised by a foreperson/supervisor plus \$138.59, or \$841.10, whichever is the greater.	The average of the weekly wage rates for 38 ordinary hours of work, including payments applicable from time to time to the adult employees (excluding leading hands) plus \$106.36, or \$911.80, whichever is the greater, provided that where only juniors and/or apprentices are supervised, the minimum wage rate to be paid is \$911.80 per week.
General foreperson/supervisor	The highest weekly wage rate paid for 38 ordinary hours of work to a foreperson/supervisor supervised by a general foreperson/supervisor plus \$141.29, or \$818.40, whichever is the greater.	The highest weekly wage rate paid for 38 ordinary hours of work to a foreperson/supervisor supervised by a general foreperson/supervisor plus \$106.36, or \$892.50, whichever is the greater.

- (b) Employees paid the wage rates in clause 43.2(a) will not receive overtime payments, shift work premiums, special rates, meal allowances, allowances for travelling and board, motor allowances, first aid allowances and other additional amounts specified in clauses 25—Fares and travel patterns allowance, 24—Living away from home—distant work, and 22—Special rates.

43.3 Payment of wages

Wages may be paid in cash, by cheque, or into a bank account which is nominated by the employee.

43.4 Contract of employment

- (a) The employer will, in writing, advise an employee covered by this award whether the contract of employment is on a weekly, fortnightly, bi-monthly, or monthly basis.

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- (b) Once the basis of the contract of employment has been so advised, it will cover the period over which the wages are to be paid. The period of notice or payment instead of notice required to terminate the contract of employment will be that fixed in accordance with the contract of employment, subject to any notice required by the Act.

43.5 Conditions of employment

- (a) The conditions of employment that apply to employees covered by this part will not be less favourable than those prescribed under this award.
- (b) Where it has been the custom to do so and the employer and employee agree, time off with pay may be taken instead of payment for overtime work, shift work, or work on Sundays or holidays. The amount of time taken is to be equivalent to the pay the employee would otherwise have received for working overtime.

43.6 Definitions

[43.6 inserted by [PR538792](#) ppc 15Jul13]

- (a) Foreperson/supervisor shall mean an employee (other than a leading hand) appointed as such or required by his/her employer to be mainly engaged in the direct supervision of employees including those employed as leading hands, covered by this award.
- (b) General foreperson/supervisor shall mean an employee appointed as such or required by his/her employer to be mainly engaged in the direct supervision and coordination of the work of at least two forepersons/supervisors as defined in clause 43.6(a) but shall not include site managers, nor departmental heads and the like.

[Part 8—Transitional Provisions deleted by [PR988410](#) ppc 01Jan10]

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Schedule A—Transitional Provisions

[new Sched A inserted by [PR988410](#) ppc 01Jan10; varied by [PR994519](#), [PR503624](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

[A.1.2 varied by [PR994519](#) from 01Jan10]

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument;
or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.2.1(b) substituted by [PR994519](#) from 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

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A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

[A.3.1(b) substituted by [PR994519](#) from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

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A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

[A.5.1 substituted by [PR994519](#) from 01Jan10]

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994519](#) from 01Jan10]

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

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A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

[A.6.1 substituted by [PR994519](#) from 01Jan10]

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by [PR994519](#) from 01Jan10]

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

[A.6.3 substituted by [PR994519](#) from 01Jan10]

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

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A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

[A.7.1 varied by [PR994519](#) from 01Jan10]

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 varied by [PR994519](#) from 01Jan10]

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

[A.7.4 inserted by [PR994519](#) from 01Jan10]

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503624](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

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- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification Definitions

[Sched A renumbered as Sched B by [PR988410](#); varied by [PR994519](#), [PR503624](#), [PR516726](#), [PR538792](#), [PR539138](#)]

B.1 Definition of key concepts and terms

B.1.1 Australian qualifications framework or AQF refers to the system of competency based training and certification.

B.1.2 Civil construction stream includes all related skills involved in earthmoving, plant operation and associated activity and does not extend beyond the scope of this award.

B.1.3 Engineering streams are defined as:

- (a) **Electrical/electronic stream**—including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, e.g. electrical wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.
- (b) **Mechanical stream**—including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment e.g. Computer Numeric Controlled machine tools.
- (c) **Fabrication stream**—including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

B.1.4 Fields of work means a defined grouping of logically related skills based on an efficient organisation of work.

B.1.5 General construction stream includes all fields of work principally concerned with **general building and construction**, including the erection of new structures or buildings (including demolition and pre-construction) and fitout and finishing activities relating to newly constructed or existing buildings or structures, and does not extend beyond the scope of this award.

[B.1.6 varied by [PR994519](#) from 01Jan10]

B.1.6 Industry accredited course or nationally accredited course is a course which has been constructed to reflect a group of standards which the CPSISC, the RIISC, the MSA or Ee-oz or other relevant Skills Council has endorsed as being appropriate combinations of skills to be available to the industry.

B.1.7 CPSISC means the Construction and Property Services Industry Skills Council. **RIISC** means the Resources and Infrastructure Industry Skills Council. **MSA** means Manufacturing Skills Australia. **Ee-oz** means the ElectroComms and Energy Utilities Industry Skills Council Ltd. CPSISC, RIISC, MSA and Ee-oz will be the recognised

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authorities (for the purposes of this schedule) responsible for developing competency standards for consideration and endorsement by the National Quality Council.

B.1.8 New entrant means an employee who has never previously worked within the on-site building construction industry. If there is any doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the construction industry portable long service leave schemes; or
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. Construction and Building Industry Super (Cbus)).

B.1.9 Recognition of Prior Learning or RPL means the formal recognition of skills attained through on-the-job experience and/or training and may include formal qualifications (such as overseas qualifications), which have up until now been unrecognised.

B.1.10 Self-directed WAT means a group of employees who work as a team to plan and execute functions relevant to their employers business. WATs are generally autonomous of direct managerial supervision and perform their tasks in a way which maximises productivity and the utilisation of skills.

B.1.11 Streams or skill streams means a broad grouping of skills related to a particular phase or aspect of production and does not extend beyond the scope of this award.

B.1.12 Supervision

This subclause recognises two levels of supervision which are as follows:

(a) **General supervision** applies to a person who:

- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- has their assignments reviewed on completion; and
- although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions.

(b) **Limited supervision** applies to a person who:

- receives only limited instructions normally confined to a clear statement of objectives;
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work.

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[B.1.13 substituted by [PR538792](#) ppc 15Jul13]

B.1.13 Work in a **technical field** includes:

- Production planning, including scheduling, work study, and estimating materials, handling systems and like work;
- Technical, including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and
- Design and draughting and like work.

B.1.14 Trade includes an employee who possesses as a minimum qualification a trade certificate in any of the streams (as defined).

B.2 Classifications and related issues

B.2.1 Construction worker level 1/Engineering construction worker level 1 (CW/ECW 1)

(a) A CW/ECW 1 works under general supervision in one or more skill streams contained within this award. An employee at CW/ECW 1 (level d) will have:

- (i) successfully completed, in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or
- (ii) successfully completed a relevant structured training program equivalent to the required competency standards; or
- (iii) successfully completed an Engineering Construction Industry Skills Certificate Level 1 consisting of 16 appropriate modules; or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or
- (iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards

CW/ECW 1 (level a) (new entrant)	Upon commencement in the industry
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CW/ECW 1 (level b)	After three months in the industry
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CW/ECW 1 (level c)	After twelve months in the industry
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CW/ECW 1 (level d)	Upon fulfilling the substantive requirements of Construction Worker 1/Engineering Construction Worker 1 as detailed above
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(b) An employee at the CW/ECW 1 (level d) performs work above and beyond the skills of an employee at CW/ECW 1 (level c) and to the level of their training and:

- is responsible for the quality of their own work subject to general supervision;
- works under general supervision either individually or in a team environment;

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- exercises discretion within their level of skills and training;
- works in a safe manner;
- identifies basic faults in materials and equipment;
- interacts harmoniously with employees of other companies on-site;
- adapts to a changing work environment;
- communicates essential information; and
- works from instructions and procedures articulated in written, spoken and/or diagrammatic form.

(c) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award. An employee at this level:

- works from instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- co-ordinates work in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their own work;
- has a qualification in first aid.

(d) Indicative tasks which an employee at this level may perform include the following:

- uses precision measuring instruments;
- basic material handling functions;
- operate small plant and pneumatic machinery;
- inventory and store control;
- operate a range of hand tools and oxy welding equipment;
- has a knowledge of the construction process and understands the sequencing of construction functions;
- is able to provide first aid assistance to other employees;
- sheet metal soldering;
- tack welding;

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- operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operation;
 - ability to measure accurately;
 - assists one or more tradespersons;
- (e) The CW/ECW 1 classification incorporates the following broadbanded award classifications:
- Adult trainee terrazzo worker
 - Aircon group 2
 - Aircon group 3
 - Aluminium alloy structural worker
 - Assistant powder monkey
 - Assistant rigger
 - Bar bending machine operator
 - Bitumen worker
 - Builders' labourer group 4
 - Cable jointer
 - Cement gun operator
 - Chainperson
 - Concrete cutting or drilling machine operator
 - Concrete floater
 - Concrete formwork stripper
 - Concrete gang worker
 - Concrete gun or pump operator
 - Cook's offsider, work boat driver
 - Crane chaser
 - Demolition labourer
 - Dresser and grinder
 - Drilling machine operator
 - Dump cart operator
 - Employee directly assisting a tradesperson
 - Erector (wire mesh)

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- Fencer
- Gantry hand or crane hand
- General hand
- Geotextile/geomembrane worker level 1
- Insulator
- Ironworker on construction
- Jackhammerman
- Kerb and gutter layer
- Lagger 1st assembler B
- Lagger 2nd six months
- Landscape labourer
- Linesperson
- Machinist (precast concrete manufacture)
- Machinist grade 1
- Mess attendant, camp attendant
- Mixer driver (concrete)
- Mobile concrete pump hoseperson or line hand
- Mobile crane driver
- Painter brush hand
- Pick or shovelman
- Plasterer, terrazzo or stonemason's assistant
- Roof layer (malthoid or similar material)
- Sheetmetal worker 2nd class
- Spray painter
- Steel erector
- Stonemason assistant—factory (Queensland and Tasmania)
- Terrazzo assistant
- Tool/material storeman
- Tradesperson's labourer
- Welder 2nd class

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- (f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 1 (level d) or CW/ECW 2. Where possible, an employee at Levels 1 (level a), 1 (level b) and 1 (level c) will be provided with access to accredited structured training approved by the relevant Skills Council.

B.2.2 Construction worker level 2/Engineering construction worker level 2 (CW/ECW 2)

- (a) A CW/ECW 2 works under limited supervision in one or more skill streams contained within this award. A CW/ECW 2 will:
- (i) have completed in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
 - (ii) have completed relevant structured training equivalent to the required competency standards; or
 - (iii) successfully completed an Engineering Construction Industry Certificate Level 2 consisting of a total of 20 appropriate modules, or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or
 - (iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard.
- (b) **Skills and duties**
- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
 - (ii) An employee at this level may be part of a self-directed WAT and may be responsible for the supervision of one or more employees working at CW/ECW 1 level.
 - (iii) An employee at this level:
 - can interpret plans and drawings relevant to their functions;
 - assists with the provision of on-the-job training;
 - assumes responsibility for allocating tasks within a WAT within the area of the employee's skill, competence and training;
 - has some responsibility for the order and purchase of materials within defined parameters;
 - is able to sequence functions relevant to the employee's WAT;
 - applies quality control techniques to the employee's own work and other employees within the WAT;
 - works from complex instructions and procedures;
 - co-ordinates work in a team environment or works individually under general supervision;

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- is responsible for assuring the quality of their work;
- works in a safe manner;
- exercises discretion within their level of training;
- understands the construction process in their sector and has a basic level of understanding of processes in other sectors;
- implements basic fault-finding and problem solving skills within the employee's sphere of work;
- interacts harmoniously with employees of other companies on-site;
- anticipates and plans for changes to the work environment.

(c) Indicative tasks which an employee at this level may perform include the following:

- calculates safe loads and stress factors;
- measures accurately using specialised equipment;
- non-trades maintenance of relevant plant and equipment;
- anticipates and plans for constant changes to the work environment.
- materials handling;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at CW/ECW 1 (level d);
- uses measuring and levelling instruments;
- performs basic quality checks on the work of others;
- oxy acetylene cutting.

(d) The CW/ECW 2 classification incorporates the following broadbanded award classifications:

- Aircon group 1
- Concrete batching plant operator
- Concrete finisher
- Employee operating power driven portable saw
- Forklift over 4500kg
- Foundation shaftsworker
- Geotextile/geomembrane worker level 2
- Hoist or winch driver
- Landscaper

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- Manhole builder
- Pitcher or beacher
- Powder monkey
- Scaffolder
- Spotter
- Steelfixer
- Storeman
- Tack welder
- Tool sharpener
- Traffic controller
- Wall builder

- (e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 3.

**B.2.3 Construction worker level 3/Engineering construction worker level 3
(Engineering construction tradesperson level 1) (CW/ECW 3)**

- (a) A CW/ECW 3 works individually or in a team environment in one or more skill streams contained within this award. A CW/ECW 3 will:
- (i) have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
 - (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test for this level; or
 - (iii) have successfully completed the required competency standards; or
 - (iv) have successfully completed an Engineering Construction Industry Certificate Level 3 consisting of a total of 24 appropriate modules or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or
 - (v) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard,

any one of which will qualify the employee as a CW/ECW 3.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be responsible for the supervision of one or more employees working at CW/ECW 1 or CW/ECW 2 level.

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(iii) An employee at this level:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises measuring and calculation skills at a higher level than CW/ECW 2;
- exercises discretion within the scope of this grade;
- performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
- is able to inspect products and/or materials for conformity with established operational standards;
- assists in the provision of on-the-job training;
- understands and applies quality control techniques;
- exercises good interpersonal communication skills;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment.

(c) Indicative tasks which an employee may perform at this level include the following:

- allocates functions within a WAT;
- production sequencing and materials handling of a level more advanced than CW/ECW 2;
- trade skills associated with certificated trades within the scope of this award;
- has a sound understanding of the construction process;
- specialised materials handling;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at CW/ECW 2;
- performs work which is incidental or peripheral to the primary tasks and facilitates the completion of the whole task;
- sheetmetal fabrication;
- system assembly;
- welding and cutting;
- mechanical installation.

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[B.2.3(d) substituted by [PR516726](#) ppc 10Nov11]

(d) The CW/ECW 3 classification incorporates the following broadbanded award classifications:

- Air compressor operator
- Air-conditioning tradesperson
- All winch driver
- Artificial stoneworker
- Battery fitter
- Bitumen sprayer
- Boilermaker and/or structural steel tradesperson
- Bricklayer
- Bridge and wharf carpenter
- Carpenter
- Caster
- Concrete finisher, powered
- Concrete spreader, powered
- Crawler tractor with power operated attachments (up to and including 2000kg shipping mass)
- Crusher operator aggregate (dimension stone quarries)
- Drainer
- Dumper, rear and bottom (up to and including 2 cubic metres struck capacity)
- Electric motor attendant
- Electrical fitter
- Electrical mechanic
- Fitter
- Fixer
- Floor layer specialist
- Floorsander
- Forklift driver
- Form setter
- Gardener

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- Geotextile/geomembrane worker level 3
- Glazier
- Hand sprayer, lance type
- Joiner
- Locksmith
- Machinist
- Marble and slateworker
- Marker off
- Mobile concrete line pump operator
- Mobile hydraulic platform operator
- Motor mechanic
- Operator, drilling machine, up to and including 155 mm diameter
- Operator, pneumatic tyred tractor with power operated attachments (up to and including 15 kW net engine power)
- Operators of other cranes up to and including 5 ton
- Painter (including Artworker, Spraypainter, Shotblaster and Sandblaster)
- Paviour (including segmental paving)
- Pipe layer (any kind of pipes)
- Plant mechanic
- Plasterer
- Prefab tradesperson
- Qualified/trade cook
- Quarryworker (dimension stone quarries)
- Refrigeration mechanic
- Renderer in pipes, tunnels or covered drains
- Rigger
- Dogger
- Roller, vibrating (under 4 ton)
- Roof fixer
- Rooftiler (including Roof Slater)

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- Second driver—Navy and dragline or dredge-type excavator
 - Serviceperson
 - Sheetmetal worker 1st class
 - Shophand
 - Slate ridge or roof fixer
 - Stonemason
 - Tilelayer
 - Timberperson
 - Tradesperson (radio)
 - Tradesperson (precast concrete manufacture)
 - Tradesperson landscaper
 - Trenching machine (small Ditch-Witch type)
 - Welder 1st class
 - Welder special class
- (e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 4.

B.2.4 Construction worker level 4/Engineering construction worker level 4 (Engineering construction tradesperson level II and Engineering construction technician level I) (CW/ECW 4)

[B.2.4 varied by [PR994519](#); substituted by [PR538792](#) ppc 15Jul13]

- (a) A CW/ECW 4 works in one or more skill streams contained within this award. A CW/ECW 4 will:
- (i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 3; or
 - (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;
- any one of which will qualify the employee as a CW/ECW 4, or is an:
- Engineering construction tradesperson (electrical/ electronic) level II; or
 - Engineering construction tradesperson (mechanical) level II; or
 - Engineering construction tradesperson (fabrication) level II;
- who has completed the following training requirements:
- three appropriate modules in addition to the training requirements of CW/ECW 3 level; or

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- three appropriate modules towards an Advanced Certificate; or
- three appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards; or
- tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable them to perform the particular tasks.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award.
- (iii) An employee at this level:
- (iv) exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - works under limited supervision either individually or in a team environment;
 - understands and implements quality control techniques;
 - provides guidance and assistance as part of a work team;
 - exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than CW/ECW 3.

(c) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and non-trade skills using various materials and specialised techniques at a higher level than CW/ECW 3;
- operates, and maintains plant and machinery;
- is able to plan construction sequencing.

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- (d) The CW/ECW 4 classification incorporates the following broadbanded award classifications:
- Bitumen sprayer (driver)
 - Compactor—up to but not exceeding 48 kW (65 hp)
 - Concrete paver
 - Crawler loader (up to and including 15,000 kg mass)
 - Crawler tractor not using power operated attachments above class 3
 - Crawler tractor using power operated attachments class 3, 4, 5 and 6
 - Dumper, rear and bottom (above 2 cubic metres, up to and including 30 cubic metres struck capacity)
 - Electrician special class
 - Excavator up to and including 0.5 cubic metre capacity
 - Floating crane—up to and including 10 ton
 - Forklift—up to but not exceeding 48 kW (65 hp)
 - Geotextile/geomembrane worker level 4
 - Grader, power operated below 35 kW brake power
 - Inspector
 - Instrument tradesperson complex systems
 - Instrument tradesperson
 - Joiner special class
 - Joiner-setter out
 - Letter cutter
 - Loader, front end or overhead, up to and including 2.25 cubic metres
 - Locomotive (not carrying passengers)
 - Marker-setter out
 - Mechanical tradesperson special class
 - Mobile concrete boom pump operator
 - Mobile crane—up to and including 10 ton
 - Operator, tractor—up to but not exceeding 48 kW (65 hp)
 - Operator, pneumatic tyred tractor—with power operated attachments (above 15 kW, up to and including 150 kW net engine power)

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- Operator of mobile crane with lifting capacity in excess of 8 ton and not exceeding 15 ton
- Operator, drilling machine—over 155 mm to 230 mm diameter
- Other cranes—over 5 ton and not exceeding 15 ton road roller
- Shaft or trench sinker
- Pile driver
- Prefab setter
- Roadmarker operator
- Road roller (8 ton and above)
- Road roller, vibrating (4 ton and above)
- Scraper (up to and including 10 cubic metres struck capacity)
- Scraper, self-powered under 10 cubic metres struck capacity
- Signwriter
- Skid steer tractor—up to but not exceeding 48 kW (65 hp)
- Specialist landscaper tradesperson
- Track laying, fixing or levelling machine (railway construction)
- Trench machine (depth up to 2.4 metres, and width up to 450 mm) and bucket wheel trencher with equivalent capacity in cubic metres per hour
- Tunneller 2
- Winding and haulage driver

(e) Engineering Construction Technician Level I

An Engineering construction technician level I being an employee who has the equivalent level of training and/or experience to a CW/ECW 4 tradesperson in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

- (f)** An employee at this level may be undergoing training so as to qualify as a CW/ECW 5.

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B.2.5 Construction worker level 5/Engineering construction worker level 5 (Special class engineering construction tradesperson level I and Engineering construction technician level II) (CW/ECW 5)

[B.2.5 substituted by [PR538792](#) ppc 15Jul13]

- (a) A CW/ECW 5 works in one or more skill streams contained within this award. A CW/ECW 5 will:

- (i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 4; or
- (ii) have successfully completed, in accordance with RPL principles, a Skills Test equivalent to the requirements,

either of which will qualify the employee for a CW/ECW 5; or a

- Special class engineering construction tradesperson (electrical/electronic) level I;
- Special class engineering construction tradesperson (mechanical) level I; or
- Special class engineering construction tradesperson (fabrication) level I;

who has completed the following training requirements:

- six appropriate modules in addition to the training requirements of CW/ECW 3 level; or
- six appropriate modules towards an Advanced Certificate; or
- six appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained in this award.
- (iii) An employee at this level:
 - exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;

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- exercises discretion within the scope of this grade;
 - provides trades guidance and assistance as part of a work team;
 - assists in the provision of training in conjunction with supervisors and trainers;
 - understand and implements quality control techniques;
 - works under limited supervision either individually or in a team environment;
 - assists in the provision of training in conjunction with supervisors.
- (c) Indicative tasks which an employee may perform at this level include the following:
- exercises precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 4;
 - operates, and maintains complex plant and machinery;
 - is able to plan complex construction sequencing;
 - performs operations on a Computer-Aided Design and Computer Aided Manufacturing (CAD/CAM) terminal in the performance of routine modifications to the Numeric Control/Computer Numeric Control (NC/CNC) programs;
 - installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
 - works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.
- (d) The CW/ECW 5 classification incorporates the following broadbanded award classifications:
- Carver
 - Compactor—from 48 kW (65 hp),
 - Crawler loader (above 15,000 kg mass, up to and including 60,000 kg mass)
 - Crawler tractor using power operated attachments class 7, 8 and 9
 - Dragline/shovel excavator—up to but not exceeding 3.0 metre capacity
 - Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity)
 - Dumper—up to but not exceeding 100 ton
 - Excavator above 0.5 cubic metres

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- Excavator—hydraulic telescopic boom type
- Floating crane—over 10 but not exceeding 100 ton
- Forklift—from 48 kW (65 hp) up to but not exceeding 220 kW (295 hp)
- Geotextile/geomembrane worker level 5
- Grader
- Grader—from 96 kW (130 hp) up to but not exceeding 148 kW (200 hp)
- Loader—front end and overhead, from 48 kW (65 hp) up to but not exceeding 370 kW (500 hp)
- Locomotive (carrying passengers)
- Mobile crane—over 10 but not exceeding 100 ton
- Operator, drilling machine, over 230 mm diameter
- Operator, pneumatic tyred loader (over 105 kW, up to and including 500 kW net engine power)
- Operator, pneumatic tyred tractor using power operated attachments in excess of 110 kW brake power
- Operator, tunnel boring machine; operator, tunnel excavating machine
- Other cranes—over 15 but not exceeding 100 ton
- Refractory bricklayer
- Scraper, self-powered over 10 cubic metres struck capacity
- Side boom/pipe layer—up to but not exceeding 220 kW (295 hp)
- Skid steer tractor—from 48 kW (65 hp)
- Special class trades
- Tractor—from 48 kW (65 hp) up to but not exceeding 370 kW (500 hp)
- Trainee dogger/crane hand (fixed cranes)
- Trenching machine (greater than 2.4 metres depth and 450 mm width) and bucketwheel trencher with equivalent capacity in cubic metres per hour

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(e) Engineering Construction Technician Level II

An Engineering construction technician level II is an employee who has equivalent level of training and/or experience to an Engineering construction tradesperson special class level I but is engaged in detail draughting or planning or technical work which requires the exercise of judgment and skill in excess of that required of an employee at CW/ECW 4 under the supervision of technical staff.

- (f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 6.

B.2.6 Construction worker level 6/Engineering construction worker level 6 (Special class engineering construction tradesperson level II and Engineering construction technician level III) (CW/ECW 6)

[B.2.6 substituted by [PR538792](#) ppc 15Jul13]

- (a) A CW/ECW 6 works in one or more skill streams contained within this award. A CW/ECW 6 will:

- (i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 6; or
- (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,

either of which will qualify the employee for a CW/ECW 6; or a

- Special class engineering construction tradesperson (electrical/ electronic) level II; or
- Special class engineering construction tradesperson (mechanical) level II; or
- Special class engineering construction tradesperson (fabrication) level II;

who has completed the following training requirements:

- nine appropriate modules in addition to the requirements of CW/ECW 3 level; or
- nine appropriate modules towards an Advanced Certificate; or
- nine appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

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(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award.
- (iii) An employee at this level:
- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - provides trades guidance and assistance as part of a work team;
 - provides training in conjunction with supervisors and trainers;
 - works under limited supervision either individually or in a team environment;
 - understands and implements quality control techniques.
- (c) Indicative tasks which an employee may perform at this level include the following:
- operates plant and equipment at a higher level of skill than CW/ECW 5;
 - exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 5;
 - implements quality control techniques;
 - plans complex construction sequencing;
 - works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
 - works on machinery or equipment which utilises complex electrical/ electronic circuitry and controls;
 - works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
 - applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
 - exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
 - works on complex or intricate interconnected electrical circuits at a level above CW/ECW 5;

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- works on complex radio/communication equipment.
- (d) The CW/ECW 6 classification incorporates the following broadbanded award classifications:
- Dumper—from 100 ton struck capacity
 - Electronics tradesperson
 - Instrumentation and control tradesperson
 - Loader—front end and overhead, from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)
 - Mobile crane with lifting capacity in excess of 100 ton and not exceeding 140 ton
 - Operator (dragline/shovel excavator—from 3 cubic metres, side boom/pipe layer—from 220 kW (295 hp)
 - Operator of mobile crane with lifting capacity in excess of 140 ton and not exceeding 180 ton
 - Tractor—from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)
- (e) **Engineering Construction Technician Level III**
- An Engineering construction technician level III is an employee who has equivalent level of training and/or experience to an Engineering construction tradesperson special class level II but is engaged in one of the following areas:
- detail draughting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at CW/ECW 5 level under the supervision of Technical Staff; or
 - possesses a level of training and/or experience at CW/ECW 6 level and exercises cross skilling in technical fields as defined.
- (f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 7.

B.2.7 Construction worker level 7/Engineering construction worker level 7 (Special class engineering construction tradesperson level III) (CW/ECW 7)

[B.2.7 substituted by [PR538792](#) ppc 15Jul13]

- (a) A CW/ECW 7 works in one or more skill streams contained within this award. A CW/ECW 7 will:
- (i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 6; or
 - (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,
- either of which will qualify the employee for a CW/ECW 7; or is a

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- Special class engineering construction tradesperson Level III is a:
- Special class engineering construction tradesperson (electrical/ electronic) Level III; or
- Special class engineering construction tradesperson (mechanical) level III; or
- Special class engineering construction tradesperson (fabrication) level III;

who has completed:

- ten and a half appropriate modules of an Advanced Certificate; or
- ten and a half appropriate modules of an Associate Diploma; or
- ten and a half appropriate modules in addition to the requirements of ECW3
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

- (i)** An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii)** An employee at this level may be part of a self-directed WAT and may be required to perform a range of duties across the skill streams contained within this award.
- (iii)** An employee at this level:
 - exercises skills attained through satisfactory completion of the training prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - provides training in conjunction with supervisors and trainers;
 - understand and applies quality control techniques;
 - prepares complex reports;
 - contributes to the design of work, and the application of labour;
 - assists in the supervision or organisation of WATs;
 - is able to provide trade guidance and assistance as part of a work team; and

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- works under limited supervision either individually or in a team environment.
- (c) Indicative tasks which an employee may perform at this level include the following:
- works on plant and equipment at a higher level of skill than CW/ECW 6;
 - exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 6;
 - implements quality control techniques;
 - plans complex construction sequencing;
 - works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
 - works on machinery or equipment which utilises complex electrical/ electronic circuitry and controls;
 - works on instruments which make up a complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;
 - applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
 - exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
 - working on complex or intricate interconnected electrical circuits at a level above CW/ECW6;
 - working on complex radio/communication equipment.
- (d) The CW/ECW 7 classification incorporates the following broadbanded award classifications:
- Dogger-crane hand (fixed cranes)
 - Mobile crane with lifting capacity in excess of 180 ton and not exceeding 220 ton
 - Operator, tower crane driver, operator of tractor—from 450 kW (600 hp)
 - Operator, mobile crane with lifting capacity in excess of 220 ton)
 - Sub-foreperson
- (e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 8.

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B.2.8 Construction worker level 8/Engineering construction worker level 8 (Advanced engineering construction tradesperson level I and Engineering construction technician level IV) (CW/ECW 8)

[B.2.8 substituted by [PR538792](#) ppc 15Jul13; corrected by [PR539138](#) ppc 15Jul13]

- (a) A CW/ECW 8 works in one or more skill streams contained within this award. A CW/ECW 8 will:
- (i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 7; or
 - (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,
- either of which will qualify the employee for a CW/ECW 8; or is an
- Advanced engineering construction tradesperson (electrical/electronic) level I; or
 - Advanced engineering construction tradesperson (mechanical) level I; or
 - Advanced engineering construction tradesperson (fabrication) level I;
- who has completed:
- 12 appropriate modules of an Advanced Certificate; or
 - 12 appropriate modules of an Associate Diploma; or
 - 12 appropriate modules in addition to the requirements of CW/ECW 3; or
 - any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
 - will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.
- (b) **Skills and duties**
- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
 - (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the three skill streams contained within this award.
 - (iii) An employee at this level:
 - exercises skills attained through satisfactory completion of the training prescribed for this classification;

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- exercises discretion within the scope of this grade;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports;
- contributes to the design of work and the application of labour;
- undertakes quality control and work organisation at a level higher than for CW/ECW7;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/trainers;
- performs maintenance planning and predictive maintenance work not in Technical Fields;
- works under limited supervision either individually or in a team environment;
- prepares reports of a technical nature on specific tasks or assignments as directed;
- exercises broad discretion within the scope of this level.

(c) Indicative tasks which an employee may perform at this level include the following:

- works on plant and equipment at a higher level of skill than CW/ECW 7;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 7;
- implements quality control programs;
- plans complex construction sequencing;
- works on combinations of machines or equipment which utilises complex electrical or electronic, mechanical or fluid power principles;
- works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
- applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for CW/ECW 7;
- works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

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(d) The CW/ECW 8 classification incorporates the following broadbanded award classifications:

- Carpenter-diver
- Foreperson (as defined)

(e) **Engineering Construction Technician Level IV**

Engineering Construction Technician level IV means an employee who has equivalent level of training and skills to an Advanced engineering construction tradesperson level II but is engaged in one of the following areas to the extent of that training:

- detail draughting involving originality of thought which requires the exercise of judgment and skill in excess of that required of an Engineering construction technician at CW/ECW 7 level under the supervision of Technical and/or Professional staff; or
- is engaged in planning or technical duties requiring judgment and skill in excess of that required of a Technician at CW/ECW 7 level under the supervision of Technical and/or Professional staff; or
- exercises a level of cross skilling in technical fields.

B.2.9 Engineering construction worker level 9 (Advanced engineering construction tradesperson level II and Engineering construction technician level V) (ECW 9)

[B.2.9 substituted by [PR538792](#) ppc 15Jul13]

(a) An Advanced engineering construction tradesperson level II is an:

- Advanced engineering construction tradesperson (electrical/electronic) level II; or
- Advanced engineering construction tradesperson (mechanical) level II; or
- Advanced engineering construction tradesperson (fabrication) level II;

who has completed:

- an Advanced Certificate; or
- 15 appropriate modules of an Associate Diploma; or
- 15 appropriate modules in addition to the requirements of CW/ECW 3; or
- any training which a registered provider (e.g. TAFE) or by a State training authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

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(b) An Advanced engineering construction tradesperson level II works above and beyond a Tradesperson at CW/ECW 8 and to the level of their training:

- provides technical guidance or advice within the scope of this level;
- prepares reports of a technical nature on specific tasks or assignment as directed or within the scope of discretion at this level;
- has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- assists in the provision of on-the-job training in conjunction with supervisors and trainers.

(c) Indicative tasks which an employee may perform at this level, subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform them, are:

- through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment or instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a CW/ECW8;
- works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

(d) **Engineering Construction Technician Level V**

An Engineering construction technician level V has the level of training and skills to an Advanced engineering construction tradesperson level II but is engaged in one of the following areas:

- undertakes draughting or planning which requires the exercise of judgment and skill in excess of that required of an Engineering technician level IV at CW/ECW 8; or
- exercises a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.

B.3 Classification principles

B.3.1 General

In determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

- (a) the nature and skill requirements of the position to be filled;

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- (b) the skill level and certification of the employee;
- (c) the experience and qualifications of the employee in:
 - (i) relevant indicative tasks nominated in this subclause; and/or
 - (ii) competency standards against which an employee is accredited;
- (d) any agreed national procedures established for testing the validity of an employee's claim for reclassification.

B.3.2 Classification/reclassification in the engineering stream

- (a) Where an employee has the relevant qualification recognised as a minimum training requirement for the level to which the employee seeks to be reclassified and they are exercising or are required to exercise the skills and knowledge gained for the qualification necessary for that level of work, the employee will be classified appropriately.
- (b) In the event that there is a claim for reclassification by an existing employee to a higher level under the new structure on the grounds that the employee possesses equivalent skill and knowledge gained through on-the-job experience, the following principles apply:
 - (i) the dispute resolution provisions in clause 9—Dispute resolution, will be followed;

[B.3.2(b)(ii) varied by [PR994519](#) from 01Jan10]

- (ii) competency standards will be established through the appropriate Industry Training Boards, co-ordinated by MSA and for the lift industry the Ee-Oz. Such standards will be consistent with the requirements of the National Training Framework Committee for relevant levels in the new classification structure before claims for reclassification at that level are processed;
 - (iii) procedures will be established for testing the validity of an employee's claim for reclassification.
- (c) Where skill standards have not been finalised in respect of any class of work and they are necessary for determining an employee's classification, employees performing such work will not be reclassified until such standards are available except as provided for in clauses B.3.2(a) and B.3.2(d) of this Schedule.
- (d) Where the situation described in clause B.3.2(c) applies, but not in any other circumstances, an employee may be reclassified on the basis that the employee meets the requirements of the old classification definitions in the *National Metal and Engineering On-site Construction Industry Award 2002*.

B.4 Skill based career structure

- B.4.1** The classification structure is designed to facilitate the improvement of the level of skills of the workforce and to provide a career path for all employees.
- B.4.2** Each classification level builds upon the previous level so that the value of an employee to the industry and their employer increases as the employee progresses

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through the structure. Skills are built up in a sequential manner through job learnt skills and structured training.

- B.4.3** Under the new classification structure, an employee's building and construction industry skills are to be formally recognised, industry wide, at all levels from new entrant to CW/ECW 8–ECW 9. Employees will move up the classification structure as they acquire additional accredited skills. Payment will be on the basis of the level of skills required to perform the work of a particular position or job offered by an employer.

B.5 Training

In order to facilitate the operation of the classification structure an employer must, in co-operation with the consultative committee develop a training programme consistent with:

- (a) the size, structure and scope of the activities of the employer;
- (b) the need to develop vocational skills relevant to the enterprise and the building and construction industry generally through courses conducted by accredited educational institutions and providers.
- (c) Where, as a result of consultation in accordance with this clause it is agreed that additional training should be undertaken by the employee, that training may be taken either on or off the job. Provided that if the training is undertaken during normal working hours the employee concerned will not suffer any loss of pay. The employer must not unreasonably withhold such paid training leave.
- (d) Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employers technical library) incurred in connection with the undertaking of training pursuant to clause B.5(c) will be reimbursed by the employer upon the production of evidence of such expenditure. Provided that reimbursement will be subject to the presentation of reports of satisfactory progress.
- (e) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred travelling to and from work will be reimbursed by the employer.

B.6 Definitions of classifications in Schedule B

[B.6 varied by [PR994519](#), [PR503624](#) ppc 01Jan11]

The broadbanded award classifications referred to in Part B.2 of this Schedule will have the meaning ascribed to them by an award made under the *Workplace Relations Act 1996* (Cth) or a notional agreement preserving a State award that would have applied to an employee immediately prior to 1 January 2010; or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011.

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Schedule C—National Training Wage

[Sched B renumbered as Sched C by [PR988410](#) ppc 01Jan10; substituted by [PR994519](#) ppc 1Jan10; varied by [PR997900](#), [PR509051](#), [PR522882](#), [PR536685](#), [PR545787](#), [PR551608](#), [PR566688](#), [PR579781](#)]

C.1 Title

This is the *National Training Wage Schedule*.

C.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

C.3 Coverage

- C.3.1** Subject to clauses C.3.2 to C.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix C1 to this schedule or by clause C.5.4 of this schedule.
- C.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix C1 to this schedule.
- C.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- C.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- C.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- C.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

C.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- C.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- C.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

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C.5 Minimum Wages

[C.5 substituted by [PR997900](#), [PR509051](#), [PR522882](#), [PR536685](#), [PR551608](#), [PR566688](#), [PR579781](#) ppc 01Jul16]

C.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) Wage Level B

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix C1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

C.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix C1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) Wage Level B

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix C1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

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- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

C.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

C.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix C1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

C.6 Employment conditions

- C.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- C.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- C.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

[Note inserted by [PR545787](#) ppc 01Jan14]

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause C.5.2(f)(ii) and not by this clause.

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- C.6.4** Subject to clause C.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix C1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

C1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III
Gas Industry	III

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Training package	AQF certificate level
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products Manufacturing	III I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

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C1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II

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Training package	AQF certificate level
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

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C1.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

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Schedule D—School-based Apprentices

[Sched C renumbered as Sched D by [PR988410](#) ppc 01Jan10; varied by [PR544640](#)]

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[D.8 substituted by [PR544640](#) ppc 01Jan14]

- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression where provided for in this award.

[D.9 substituted by [PR544640](#) ppc 01Jan14]

- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression where provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[D.10 substituted by [PR544640](#) ppc 01Jan14]

- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (where provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

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Schedule E—2016 Part-day Public Holidays

[Sched E inserted by [PR532628](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#) ppc 31May16]

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

E.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) 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) Where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) 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 E.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.
- (g) 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.

This schedule is an interim provision and subject to further review.

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Schedule F—Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR582972](#) ppc 29Jul16]

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____

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Schedule G—Agreement to Cash Out Annual Leave

[Sched G inserted by [PR582972](#) ppc 29Jul16]

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 H— TOIL template agreement

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 pay period immediately following the request.

Signature of employee: _____

Date signed: ____ / ____ /20 ____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____ / ____ /20 ____

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This Fair Work Commission consolidated modern award incorporates all amendments up to and including 16 December 2016 ([PR588647](#)).

Clause(s) affected by the most recent variation(s):

32—Annual leave

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/274](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

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Part 1—Application and Operation

1. Title

This award is the *Joinery and Building Trades Award 2010*.

2. Commencement and transitional

[Varied by [PR988412](#), [PR542149](#)]

2.1 This award commences on 1 January 2010.

2.2 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.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542149](#) ppc 04Dec13]

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

[2.5 varied by [PR542149](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542149](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

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- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR992150](#), [PR994529](#), [PR995189](#), [PR997772](#), [PR503636](#), [PR545996](#), [PR571825](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **accident pay** inserted by [PR571825](#) ppc 15Oct15]

accident pay means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and the employee's appropriate 38 hour award rate. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the award rate for that period. The award rate does not include over award payments, shift loadings or overtime

[Definition of **Act** substituted by [PR994529](#) ppc 01Jan10]

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

adult apprentice means an employee who is 21 years of age or over on the date they enter into an apprenticeship training agreement.

[Definition of **agreement-based transitional instrument** inserted by [PR994529](#) ppc 01Jan10]

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

[Definition of **award-based transitional instrument** inserted by [PR994529](#) ppc 01Jan10]

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

carver means an employee who carves any kind of stonework which does not come within the definition of a stonemason, for the decoration of buildings or other stonework, from a model or freehand design.

[Definition of **Commission** deleted by [PR994529](#) ppc 01Jan10]

[Definition of **default fund employee** inserted by [PR545996](#) ppc 01Jan14]

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

[Definition of **defined benefit member** inserted by [PR545996](#) ppc 01Jan14]

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

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[Definition of **Division 2B State award** inserted by [PR503636](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503636](#) ppc 01Jan11]

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

[Definition of **employee** substituted by [PR994529](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act.

[Definition of **employer** substituted by [PR994529](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act.

[Definition of **enterprise award** deleted by [PR994529](#) ppc 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994529](#) ppc 01Jan10]

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

[Definition of **enterprise NAPSA** deleted by [PR995189](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR545996](#) ppc 01Jan14]

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

glass and glazing contracting means the business of principally providing glass and glazing work on a contract basis.

glass and glazing work means:

- (a) the designing, bevelling, cutting, embossing or glazing by hand or machine, painting, silvering, sand-blasting, bending or otherwise working of all types of glass used in the trade, as well as leadlights, spandrel panels, clear plastic, sheet acrylic or any substitute therefor, glass lenses or prisms;
- (b) the fitting and/or fixing in position of all types of glass used in the trade, as well as louvres, spandrel panels, glazing bars, clear plastic, or glass lenses or prisms in domestic on site situations;
- (c) the packing and delivery of all types of glass used in the trade, as well as louvres, spandrel panels, leadlights, glazing bars, fibreglass, clear plastic, sheet acrylic or any substitute therefor, glass lenses or prisms including any labouring work in connection with any such operations;

[Definition of **glass and glazing work** (d) substituted by [PR994529](#) ppc 01Jan10]

- (d) the toughening, heat treating or laminating of glass or safety glass;
- (e) the fabrication, assembly, glazing and installation of Insulation Glass units;
- (f) every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing.

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[Definition of **injury** inserted by [PR571825](#) ppc 15Oct15]

injury, for the purposes of clause 24.7—Accident pay, has the same meaning as that contained in the applicable workers' compensation legislation covering the employer in respect of a claim made by the employee.

joinery shop means the employers principal or main establishment that is not located on an 'on-site' construction project

joinery work means work performed by the classifications contained in this award in a joinery shop, ~~provided such establishment is not located on an 'on site' construction project,~~ and includes the preparation, decoration and assembling of joinery or building components principally in timber or similar material, and the on-site installation of joinery or building components.

leading hand means an employee who is given by the employer, or their agent, the responsibility for directing and/or supervising the work of other persons.

letter cutter means an employee who marks out, sandblasts, cuts or finishes letters or decoration in any kind of stone.

[Definition of **MySuper product** inserted by [PR545996](#) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994529](#) ppc 01Jan10]

[Definition of **NES** substituted by [PR994529](#) ppc 01Jan10]

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

[Definition of **on-hire** inserted by [PR994529](#) ppc 01Jan10]

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.

outside work means erection or assembly work performed at the employer's premises but outside of enclosed factory buildings on the prefabricated sections, modules or panels of any building principally made out of timber or similar material.

prefabricated building means prefabrication of the sections, modules or panels of any building principally made out of timber or similar material, including buildings or sections supplied in kit form, where the prefabrication is done at a factory or yard prior to erection or siting in a permanent or semi-permanent position, or outside work.

shopfitting means the manufacture, installation, alteration and/or repair of shopfronts, showcases, partitions involving wrap around glazing, partitions (including the insertion of glass panels where the glass is 6.35 millimetres or less in thickness, by beads or moulds or other dry glazing methods) and exhibitors' stands, and the installation or alteration of interior fittings and fixtures in or on buildings.

signwriter means an employee who does any of the following work:

- (a) signwriting, designing and/or lettering of price tickets and showcards;

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- (b) pictorial and scenic paintings, or production of signs and posters by means of stencils, screens, computers or like methods, or any other work incidental thereto; and
- (c) without limiting the generality of the foregoing includes:
 - (i) lettering of every description, size or shape applied by brush on any surface or material;
 - (ii) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
 - (iii) gilding (i.e. the application of gold, silver, aluminium or any metal leaf to any surface);
 - (iv) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
 - (v) the designing, setting up and the operation for duplication of signs on any material; and
 - (vi) the making of stencils and stencilling by screens or any other method and the making and/or fixing of transfers.

stonemason means an employee engaged in the dressing or setting of any kind of stonework that has to be cut to a mould or template or which has to be proven by a square or straight edge or set to a line or a level.

stonemasonry means any work performed in a stonemason's yard or factory, and/or similar work performed in a cemetery.

standard rate means the minimum hourly wage prescribed for Level 5 in clause 18.1 of this award.

[Definition of **transitional minimum wage instrument** inserted by [PR994529](#) ppc 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR992150](#), [PR994529](#), [PR995189](#)]

- 4.1 This award covers employers throughout Australia of employees in the joinery and building trades industries and occupations who are covered by the classifications in this award and those employees. However, this award does not cover:
- (a) an employer who is outside the scope of clause 4.8(a) unless such employer employs an employee covered by clause 4.8(b) and the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee;
 - (b) an employee excluded from award coverage by the Act;

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[4.1(c) deleted by [PR994529](#) ppc 01Jan10]

[4.1(d) renumbered as 4.1(c) by [PR994529](#) ppc 01Jan10]

(c) employers or employees engaged in the manufacture of glass from raw materials;

[4.1(e) renumbered as 4.1(d) by [PR994529](#) ppc 01Jan10]

(d) employers or employees covered by the *Building and Construction General On-site Award 2010*; or

[4.1(f) as 4.1(e) by [PR994529](#) ppc 01Jan10]

(e) employers or employees covered by the *Vehicle Manufacturing, Repair, Services and Retail Award 2010*.

[New 4.2 inserted by [PR994529](#) ppc 01Jan10]

4.2 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[4.3 inserted by [PR994529](#) ppc 01Jan10]

4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[4.4 inserted by [PR994529](#) ppc 01Jan10; varied by [PR995189](#) from 01Jan10]

4.4 This award covers any employer which supplies labour on an on-hire basis in the industry (or industries) set out in clause 4.8(a) 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 (or those industries).

[4.5 inserted by [PR994529](#) ppc 01Jan10; varied by [PR995189](#) from 01Jan10]

4.5 This award covers any employer which supplies on-hire employees in occupations set out in clause 4.8(b) covered by classifications in this award and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee.

[4.6 inserted by [PR994529](#) ppc 01Jan10]

4.6 Clauses 4.4 and 4.5 operate subject to the exclusions from coverage in this award.

[4.7 inserted by [PR994529](#) ppc 01Jan10]

4.7 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry (or industries), parts of industry and/or occupations set out at clauses 4.8(a) and 4.8(b) and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.7 operates subject to the exclusions from coverage in this award.

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4.8 Joinery and building trades industries and occupations means:

[4.2 renumbered as 4.8 by [PR994529](#) ppc 01Jan10]

- (a) the following industries:
 - (i) joinery work.
 - (ii) shopfitting.
 - (iii) prefabricated building.
 - (iv) stonemasonry.
 - (v) glass and glazing contracting.
 - (vi) glass and glazing work.
- (b) the following occupations:
 - (i) carver.
 - (ii) letter cutter.
 - (iii) carpenter.
 - (iv) joiner.
 - (v) signwriter.
 - (vi) painter.
 - (vii) stonemason.
 - (viii) plasterer.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

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

7. Award flexibility

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

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- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542149](#) ppc 04Dec13]

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

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) varied by [PR542149](#) ppc 04Dec13]

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

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

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

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

7.8 The agreement may be terminated:

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[7.8(a) varied by [PR542149](#) ppc 04Dec13]

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

[Note inserted by [PR542149](#) ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542149](#) ppc 04Dec13]

- 7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542149](#) ppc 04Dec13]

- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

8.1 Consultation regarding major workplace change

(a) Employer to notify

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

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(b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.2 Consultation about changes to rosters or hours of work

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

9. Dispute resolution

[Varied by [PR994529](#), [PR542149](#)]

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

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

[9.2 varied by [PR994529](#), [PR542149](#) ppc 04Dec13]

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by [PR994529](#), [PR542149](#) ppc 04Dec13]

9.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994529](#), [PR542149](#) ppc 04Dec13]

9.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of clause 9—Dispute resolution.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Full-time employment

Any employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee engaged to work an average of 38 hours per week.

11. Part-time employment

[Varied by [PR988412](#)]

11.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.

11.2 A part-time employee must be engaged for a minimum of three consecutive hours on any day or shift.

11.3 Before commencing part-time employment, the employee and employer must agree in writing:

- (a) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and

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(b) on the classification applying to the work to be performed in accordance with Schedule B—Classification Structure and Definitions.

- 11.4** The terms of the agreement in clause 11.3 may be varied by consent in writing.
- 11.5** The agreement under clause 11.3 or any variation to it under clause 11.4 must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.
- 11.6** Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 11.3 and 11.4.
- 11.7** The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 11.8** A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 11.3 and 11.4 must be paid overtime in accordance with clause 30—Overtime.
- 11.9** Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 28.2(i), 28.3(e)(ii) and 30.7.

12. Casual employment

- 12.1** A casual employee is one engaged and paid in accordance with the provisions of clause 12—Casual employment.
- 12.2** An employer when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked and the relevant rate of pay.
- 12.3** A casual employee is engaged by the hour with a minimum daily engagement of 7.6 hours.
- 12.4** Termination of employment is by one hour's notice or by the payment or forfeiture, as the case may be, of the remainder of the day's wages or one hour's pay, whichever amount is greater.
- 12.5** A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage prescribed in clause 18—Classifications and minimum wages, for the employee's classification plus a casual loading of 25%.
- 12.6** A casual employee required to work overtime or on a public holiday is entitled to the relevant penalty rates prescribed by clauses 28.2(h) and (i), 28.3(e)(i) and (ii) and clause 30—Overtime, provided that:
- (a) where the relevant penalty is 150%, the employee is to be paid at the rate of 175% of the hourly equivalent of the minimum weekly wage prescribed in clause 18—Classifications and minimum wages for the employee's classification;

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- (b) where the relevant penalty is 200%, the employee is to be paid at the rate of 225% of the hourly equivalent of the minimum weekly wage prescribed in clause 18—Classifications and minimum wages for the employee’s classification; and
- (c) where the relevant penalty is 250%, the employee is to be paid at the rate of 275% of the hourly equivalent of the minimum weekly wage prescribed in clause 18—Classifications and minimum wages for the employee’s classification.

12.7 Casual conversion to full-time or part-time employment

- (a) A casual employee, other than an **irregular casual employee**, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- (b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 12.7 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 12.7 if the employer fails to comply with clause 12.7(b).
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 12.7(a), on receiving notice under clause 12.7(b) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 12.7(d), the employer and employee must, subject to clause 12.7(d), discuss and agree on:
 - (i) which form of employment the employee will convert to, being full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 11—Part-time employment.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and employee.

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- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 12.7(d), an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 12.7(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 12.7(a).
- (k) For the purposes of clause 12.7, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

12.8 An employee must not be engaged and re-engaged to avoid any obligation under this award.

13. Apprentices

[Varied by [PR992198](#), [PR994529](#), [PR544644](#), [PR545520](#)]

13.1 The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated.

[13.2 varied by [PR994529](#) from 01Jan10]

13.2 In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute or regulation will operate in that State or Territory provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.

13.3 An apprentice may be engaged under a training agreement approved by the State or Territory training authority with the responsibility for the apprenticeship.

13.4 The nominal period of the apprenticeship may be varied as follows:

- (a) to make up for lost time as set out in clause 13.14; and/or
- (b) with the approval of the relevant State or Territory training authority with the responsibility for the apprenticeship, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired.

[13.5 substituted by [PR545520](#) ppc 01Jan14]

13.5 Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:

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- (a) the qualification specified in the contract of training is successfully completed; and
 - (b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the contract of training, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
 - (c) the requirements of the relevant State/Territory apprenticeship authority and any requirements of the Construction and Property Services Industry Skills Council with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (d) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.
- 13.6** An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training agreement and the requirements of State or Territory legislation and the State or Territory training authority with responsibility for the apprenticeship.
- 13.7** The probationary period of an apprentice is as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State or Territory legislation, but must not exceed three months.
- 13.8 Apprentice conditions of employment**
- [13.8 substituted by [PR544644](#) ppc 01Jan14]
- (a) Except as provided in clause 13—Apprentices, or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
 - (b) Except as provided in 13.8(d) below redundancy provisions do not apply to apprentices.
 - (c) The notice of termination provisions of the NES shall apply to apprentices.
 - (d) Where the employment of an apprentice by an employer is continued after the completion of the apprenticeship, the period of the apprenticeship will be counted as service for the purposes of the award and long service leave entitlements and in the event that an apprentice is terminated at the end of their apprenticeship and is re-engaged by the same employer within six months of such termination, the period of the apprenticeship will be counted as service in determining any future termination entitlements.
- 13.9** The ordinary hours of employment of apprentices in each enterprise are not to exceed those of the relevant tradesperson.
- 13.10** The minimum wages applying to apprenticeships are dealt with in clause 19—Apprentice minimum wages and clause 20—Adult apprentice minimum wages.

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13.11 Training

[13.11 substituted by [PR544644](#) ppc 01Jan14]

- (a) The employer must provide training and/or access to training consistent with the training agreement without loss of pay.
- (b) Time spent by an apprentice in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This clause is subject to Schedule C—School-Based Apprentices.

13.12 Training costs – fees and textbooks

[13.12 substituted by [PR544644](#) ppc 01Jan14]

- (a) All fees charged by a Registered Training Organisation (RTO) and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of commencement of the apprenticeship or a stage of the apprenticeship, or within 3 months of the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (b) An employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO. Apprentices attending technical colleges, schools, registered training organisations or TAFE institutions and presenting reports of satisfactory progress must be reimbursed all fees paid by them in respect of their apprentice training.

13.13 An apprentice under the age of 18 years is not required to work overtime or shiftwork unless such an apprentice so desires. No apprentice, except in an emergency, is to work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with their training agreement.

13.14 Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours must be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

13.15 Any person engaged as an apprentice as at 1 January 2010 is deemed to be an apprentice for all purposes of this award until the completion or cancellation of their apprenticeship training agreement.

13.16 Attendance at block release training

[13.16 inserted by [PR544644](#) ppc 01Jan14]

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

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usual place of work and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (b) For the purposes of this clause excess reasonable travel costs include the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not in transit.
- (c) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (d) This clause applies in lieu of the provisions contained in clause 24.5(a)—Living away from home for a distant job.

[13.17 inserted by [PR545520](#) ppc 01Jan14]

13.17 Competency based progression

- (a) For the purpose of competency based wage progression in clauses 19 and 20 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 19.1 or 20.2 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:
 - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in clause 13.17(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the

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relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.

- (c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the wage rate referred to in clause 13.17(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 13.17(a)(iii) or on a date as determined under the dispute resolution process in clause 13.17(b).

14. School-based apprentices

[Varied by [PR988412](#)]

See Schedule C—School-Based Apprentices.

15. Trainees

[Varied by [PR994529](#) ppc 01Jan10]

The terms of this award apply to a trainee covered by the provisions in Schedule D—National Training Wage except where otherwise stated in this award.

16. Termination of employment

16.1 Notice of termination is provided for in the NES.

16.2 Notice of termination by an employee

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

16.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking

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other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

17. Redundancy

[Varied by [PR994529](#), [PR995189](#), [PR503636](#), [PR561478](#)]

17.1 Redundancy pay is provided for in the NES.

17.2 Transitional provisions – NAPSA employees

[17.2 substituted by [PR994529](#); varied by [PR995189](#); renamed by [PR503636](#); deleted by [PR561478](#) ppc 05Mar15]

17.2 Small employer

[17.3 varied by [PR994529](#) ppc 01Jan10; renumbered as 17.4 by [PR503636](#); 17.4 renumbered as 17.2 by [PR561478](#) ppc 05Mar15]

- (a) For the purposes of clause 17.2(b), **small employer** means an employer to whom Subdivision B of Division 11 of the NES does not apply because of the provisions of s.121(1)(b) of the Act.

[17.2(b) varied by [PR561478](#) ppc 05Mar15]

- (b) Despite the terms of s.121(1)(b) of the Act, the remaining provisions of Subdivisions A, B and C of Division 11 of the NES apply in relation to an employee of a small employer covered by this award except that the amount of redundancy pay to which such an employee is entitled must be calculated in accordance with the following table:

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

[17.4(c) deleted by [PR561478](#) ppc 05Mar15]

17.3 Transitional provisions – Division 2B State employees

[New 17.3 inserted by [PR503636](#); deleted by [PR561478](#) ppc 05Mar15]

17.3 Transfer to lower paid duties

[17.4 renumbered as 17.5 by [PR503636](#); 17.5 renumbered as 17.3 by [PR561478](#) ppc 05Mar15]

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former

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ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

17.4 Employee leaving during notice period

[17.5 renumbered as 17.6 by [PR503636](#); 17.6 renumbered as 17.4 by [PR561478](#) ppc 05Mar15]

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 clause 17—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

17.5 Job search entitlement

[17.6 renumbered as 17.7 by [PR503636](#); 17.7 renumbered as 17.5 by [PR561478](#) ppc 05Mar15]

- (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 16.3.

Part 4—Minimum Wages and Related Matters

18. Classifications and minimum wages

[Varied by [PR988412](#), [PR997909](#), [PR509060](#), [PR522891](#), [PR536694](#), [PR551617](#), [PR566698](#), [PR579791](#)]

18.1 The classifications and minimum wages for an employee, other than one specified in clause 18.4, are set out in the following table:

[18.1 varied by [PR997909](#), [PR509060](#), [PR522891](#), [PR536694](#), [PR551617](#), [PR566698](#), [PR579791](#) ppc 01Jul16]

Classifications	Minimum weekly wage	Minimum hourly wage
	\$	\$
Level 1	672.70	17.70
Level 2	692.10	18.21
Level 3	718.60	18.91
Level 4	743.30	19.56
Level 5	783.30	20.61
Level 6	807.70	21.26
Level 7	832.30	21.90

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- 18.2** For the purposes of clause 18.1, any entitlement to a minimum wage expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.
- 18.3** The classification definitions are set out in Schedule B—Classification Structure and Definitions.
- 18.4** The following employees are not entitled to the minimum wages set out in the table in clause 18.1:
- (a) an apprentice (see clause 19—Apprentice minimum wages and clause 20—Adult apprentice minimum wages);
 - (b) a trainee (see clause 21—Trainee minimum wages); and
 - (c) an employee receiving a supported wage (see clause 22—Supported wage system and Schedule E—Supported Wage System).

19. Apprentice minimum wages

[Varied by [PR544644](#), [PR566698](#)]

19.1 Minimum wages

[19.1 substituted by [PR544644](#), [PR545520](#) ppc 01Jul14]

(a) **Apprentices who commence a contract of training on or after 1 January 2014**

An apprentice shall be paid a minimum rate of pay calculated on the total of the percentage of the level 5 classification minimum weekly wage in clause 18.1 determined in accordance with the following tables (calculated to the nearest \$0.10, less than \$0.05 to be disregarded), and the allowances prescribed in clause 24.1 (where applicable):

(i) **Four year apprenticeship (nominal term)**

[19.1(a)(i) substituted by [PR566698](#) ppc 01Jul15]

Stage of apprenticeship	Minimum training requirements on entry	Has not completed	Has completed
		year 12	year 12
		% of the level 5 minimum weekly wage set out in clause 18.118.1	
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	50	55
Stage 2	<ul style="list-style-type: none"> • On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 	60	65

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Stage of apprenticeship	Minimum training requirements on entry	Has not completed year 12	Has completed year 12
Stage 3	<ul style="list-style-type: none"> 12 months after commencing the apprenticeship whichever is the earlier.		
Stage 3	<ul style="list-style-type: none"> On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 	75	75
Stage 4	<ul style="list-style-type: none"> 12 months after commencing Stage 2 whichever is the earlier.		
Stage 4	<ul style="list-style-type: none"> On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 	90	90
	<ul style="list-style-type: none"> 12 months after commencing Stage 3 whichever is the earlier.		

(ii) Three year apprenticeship (nominal term)

From 1 January 2014:

Stage of apprenticeship	Minimum training requirements on entry	% of level 5 minimum weekly wage set out in clause 18.1
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	55
Stage 2	<ul style="list-style-type: none"> On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 	75
Stage 2	<ul style="list-style-type: none"> 12 months after commencing the apprenticeship whichever is the earlier.	
Stage 3	<ul style="list-style-type: none"> On attainment of 75% of the total competencies specified in the training plan for 	90

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Stage of apprenticeship	Minimum training requirements on entry	% of level 5 minimum weekly wage set out in clause 18.1
	the relevant AQF Certificate III qualifications; or	
	<ul style="list-style-type: none"> • 12 months after commencing Stage 2 whichever is the earlier.	

(b) Apprentices who commenced a contract of training prior to 1 January 2014

An apprentice shall be paid a minimum rate of pay calculated on the total of the percentage of the level 5 classification minimum weekly wage in clause 18.1 determined in accordance with the following table (calculated to the nearest \$0.10, less than \$0.05 to be disregarded), and the allowances prescribed in clause 24.1 (where applicable):

Four year apprenticeship	% of level 5 minimum weekly wage set out in clause 18.1
1st year	45
2nd year	55
3rd year	75
4th year	90
Three year apprenticeship	% of level 5 minimum weekly wage set out in clause 18.1
1st year	50
2nd year	75
3rd year	90

19.2 Where an apprenticeship is shortened in accordance with clause 13.4, the apprentice is to be paid the minimum wage corresponding to the stage of the apprenticeship being undertaken.

19.3 An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the employee was apprenticed must be paid at not less than the minimum wage prescribed for the classification.

20. Adult apprentice minimum wages

[Varied by [PR544644](#)]

20.1 A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 18.1 in

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which the adult apprentice was engaged immediately prior to entering into the training agreement.

[20.2 substituted by [PR544644](#), [PR545520](#) ppc 01Jan14]

20.2 Subject to clause 20.1, the minimum wages for an adult apprentice are to be calculated in accordance with the percentages set out below (calculated to the nearest \$0.10, less than \$0.05 to be disregarded) applied to the Level 5 classification minimum weekly wage in clause 18.1:

(a) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of level 5 minimum weekly wage set out in clause 18.118.1
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	81
Stage 2	<ul style="list-style-type: none"> • On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing the apprenticeship whichever is the earlier.	85
Stage 3	<ul style="list-style-type: none"> • On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing Stage 2 whichever is the earlier.	88
Stage 4	<ul style="list-style-type: none"> • On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing Stage 3 whichever is the earlier.	94

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(b) Three year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of level 5 minimum weekly wage set out in clause 18.118.1
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	83

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- Stage 2
- On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 88
 - 12 months after commencing the apprenticeship whichever is the earlier.

- Stage 3
- On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 94
 - 12 months after commencing Stage 2 whichever is the earlier.

20.3 Subject to clause 20.1, where an adult apprenticeship is shortened in accordance with clause 13.4, the adult apprentice is to be paid the minimum wage corresponding to the stage of the apprenticeship being undertaken.

21. Trainee minimum wages

[Varied by [PR988412](#)]

21.1 National training wage trainee minimum wages

The minimum wages for a trainee covered by the national training wage provisions are set out in Schedule D—National Training Wage.

22. Supported wage system

[Varied by [PR988412](#)]

See Schedule E—Supported Wage System.

23. Employer and employee duties

23.1 An employee may be directed to carry out such duties, and use such tools as may be required, which are within the limits of the employee's skill, competence and training including, but not limited by, duties which are incidental and peripheral to the employee's main task or function.

23.2 An employee may be directed to transfer to another job or location, or onto or off a building site at the discretion of the employer.

~~**23.3** An instruction issued by an employer under clauses 23.1 and 23.2 must be consistent with the employer's responsibility to provide a safe and healthy working environment.~~

24. Allowances and special rates

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

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[Varied by [PR992150](#), [PR994529](#), [PR998131](#), [PR503636](#), [PR509182](#), [PR523012](#), [PR535145](#), [PR536815](#), [PR551738](#), [PR561478](#), [PR566839](#), [PR571825](#), [PR579535](#)]

24.1 All-purpose allowances

The following allowances apply for all purposes of this award:

(a) Leading hands

A leading hand in charge of one or more people must be paid the following, in addition to the minimum wage for the highest classification supervised or their own minimum wage, whichever is higher:

In charge of	Amount of the standard rate
1 employee	91.2% per week extra
2–5 employees	200.2% per week extra
6–10 employees	256.3% per week extra
11 or more employees	340.9% per week extra

(b) Industry allowance

- (i) An employee engaged on joinery work, shopfitting, stonemasonry or outside work must be paid 142.4% of the [standard rate](#) per week extra to compensate for the disabilities associated with the industry.
- (ii) A glazier or an apprentice glazier, engaged other than on factory glazing, must be paid 3.8% of the [standard rate](#) per hour extra while engaged other than on factory glazing to compensate for the disabilities associated with the industry, provided that:
- in respect of public holidays not worked (where payment is otherwise due), paid leave and attendance by apprentices at prescribed technical training, the disability allowance must also be paid for each hour the employee would have been engaged other than on factory glazing during such period; and
 - in the case of an employee proceeding on paid leave or receiving payment instead of leave on termination where it cannot be established to what extent they would have been engaged on other than factory glazing during the period, the disability allowance paid is to be pro rata of the disability allowance they were paid in the preceding 12 weeks.

(c) Tool allowance

[24.1(c)(i) varied by [PR998131](#), [PR509182](#), [PR523012](#), [PR536815](#), [PR551738](#), [PR566839](#), [PR579535](#) ppc 01Jul16]

- (i) An employee must be paid the following allowance per week extra for supplying and maintaining tools:

Classification	\$
Carpenter and/or joiner	30.45
Carver	30.45
Joiner special class	30.45

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Classification	\$
Joiner-setter out	30.45
Letter cutter	30.45
Prefab setter	30.45
Prefab tradesperson	30.45
Shopfitter	30.45
Stonemason	30.45
Plasterer	25.17
Glazier	10.69
Assembler A	9.10
Glass worker	7.39
Painter	7.31

(ii) Where an employer provides an employee with all the tools reasonably required to perform all the functions of the employee's employment then no tool allowance is payable. In such cases:

- the employer must convey the decision to the employee in writing;
- an employee provided with tools of trade by the employer is not responsible for the loss of such tools where the loss is outside the control of the employee; and
- an employee provided with tools of trade by the employer must replace all or any tools of trade lost due to the negligence of the employee, provided that where the tools of trade are locked in a secure location provided by the employer, or at the employer's premises, the employee must not be held responsible for the loss.

(iii) Clause 24.1(c)(ii) does not apply to an employee employed as at 14 January 1993 or an apprentice unless otherwise agreed between the parties.

(d) Stonemasonry tools and equipment

[24.1(d)(i) varied by [PR536815](#), ppc 01Jul13]

- (i) The tool allowance prescribed in clause 24.1(c)(i) does not include the provision of stonemasonry cutting tools, except mash hammers, squares, pitching tools and straight-edges up to one metre in length. The employer may elect to provide such tools. Where the tools are provided by an employee, the employer must reimburse the employee for the cost of the tools and must pay the employee \$0.06 per hour extra.
- (ii) The employer must reimburse an employee for the cost of sharpening all necessary stonemasonry cutting tools. On completion of engagements, all stonemasonry cutting tools provided by the employee must be sharpened by the employer or the employer must pay the employee an allowance equal to the cost of sharpening.

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- (iii) The employer must reimburse an employee for the cost of fitting all pneumatic surfacing machines and lathes with jet sprays or other suitable device for keeping the stone wet or provide such device.

24.2 Other allowances

(a) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or a similar body must be paid 75.6% of the [standard rate](#) per week extra if appointed by the employer to perform first aid duty.

(b) Meal allowance

[24.2(b) varied by [PR998131](#), [PR509182](#), [PR523012](#), [PR536815](#), [PR551738](#), [PR566839](#), [PR579535](#) ppc 01Jul16]

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by the employer an amount of \$14.54 extra to meet the cost of a meal, except as provided for in clause 24.5(a).

(c) Employee protection allowance

- (i) An employer must reimburse an employee for the cost of purchasing the following protective equipment or provide such protective equipment:

- one apron per year for an employee operating flexible drive polishing machines;
- suitable protective clothing or footwear for an employee engaged on stonemasonry work; and
- suitable protective clothing and footwear for an employee engaged on glass and glazing work.

- (ii) An employer must reimburse an employee engaged on stonemasonry work for the cost of an x-ray for silicosis once in each period of six months, if the employee so requires. Such an x-ray may be taken during working hours and count as time worked.

- (iii) When an employer requires an employee to wear spectacles with toughened glass lenses, the employer must pay for the cost of the toughening process.

(d) Compensation for clothing and tools

- (i) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoiled by acid, sulphur or other deleterious substances must be paid compensation by the employer to the extent necessary to cover the loss.

[24.2(d)(ii) varied by [PR998131](#), [PR509182](#), [PR523012](#), [PR536815](#), [PR551738](#), [PR566839](#), [PR579535](#) ppc 01Jul16]

- (ii) An employee must be reimbursed by the employer to a maximum of \$1766.00 for the loss of tools or clothes, by fire or breaking and entering, which were securely stored at the employer's direction in a room or

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building on the employer's premises, job or workshop or in a lock-up or if the tools are accidentally lost over water or if the tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Such reimbursement is subject to the following:

- an employee transporting their own tools must take all reasonable care to protect those tools and prevent loss or theft;
- only tools used by the employee in the course of employment are covered;
- the employee must, if requested to do so, furnish the employer with a list of the tools so used;
- reimbursement is at the current replacement value of new tools of the same or comparable quality; and
- the employee must report any theft to the police prior to making a claim on the employer for the replacement of stolen tools.

(e) Motor vehicle allowance

[24.2(e) varied by [PR523012](#), [PR536815](#), [PR551738](#) ppc 01Jul14]

An employee engaged on glass and glazing work who reaches agreement with their employer to use their own motor vehicle on the employer's business must be paid an allowance of \$0.78 per kilometre travelled.

24.3 Special rates

Subject to clause 24.4, the following extra rates must be paid to an employee:

(a) Asbestos

An employee required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) required by the appropriate occupational health authority when using materials containing asbestos or working in close proximity to an employee using such materials must be paid 4% of the [standard rate](#) per hour extra while wearing such equipment.

(b) Bagging

An employee engaged in bagging brick or concrete structures must be paid 2.9% of the [standard rate](#) per hour extra.

(c) Cold work

An employee working for more than one hour in a place where the temperature is reduced by artificial means below zero degrees Celsius must be paid 3.2% of the [standard rate](#) per hour or part thereof extra. Where such work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by clause 24.3(c).

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(d) Computing quantities

An employee who is regularly required to compute or estimate quantities of materials in respect to the work performed by other employees must be paid 23.3% of the [standard rate](#) per day or part thereof extra, provided that such allowance does not apply to an employee classified and paid as a leading hand or setter-out.

(e) Confined space

An employee required to work in a confined space must be paid 4% of the [standard rate](#) per hour or part thereof extra.

(f) Dirty work

An employee engaged in unusually dirty work must be paid 3.2% of the [standard rate](#) per hour extra.

(g) Explosive powered tools

An operator of explosive powered tools who is required to use an explosive powered tool must be paid 7.6% of the [standard rate](#) per day extra for each day on which such a tool is used.

(h) Grindstone allowance

A carpenter and/or joiner must be paid 34.3% of the [standard rate](#) per week extra where a grindstone or wheel is not made available by the employer.

(i) Heavy blocks

An employee handling, lifting and placing heavy blocks must be paid:

Weight	Amount of the standard rate
Where the blocks weigh over 5.5kg and under 9kg	3.2% per hour extra
Where the blocks weigh 9kg or over and up to 18kg	5.8% per hour extra
Where the blocks weigh over 18kg	8.2% per hour extra

(j) Hot bitumen

An employee handling hot bitumen or asphalt or dipping materials in creosote must be paid 4% of the [standard rate](#) per hour extra.

(k) Hot places

(i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:

Temperature	Amount of the standard rate
Between 46 and 54 degrees Celsius	3.2% per hour or part thereof extra
In excess of 54 degrees Celsius	4% per hour or part thereof extra

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- (ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate in clause 24.3(k)(i).
- (iii) The temperature is to be determined by the employer after consultation with the employee who claims the special rate.

(l) Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use of such substance must be paid 4% of the [standard rate](#) per hour or part thereof extra.

(m) Wet work

- (i) An employee who is working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, must be paid 3.2% of the [standard rate](#) per hour extra while so engaged.
- (ii) An employee engaged on stonemasonry work in a cemetery who is required to work under unusually muddy or sloppy conditions must be paid 3.8% of the [standard rate](#) per hour extra instead of the allowance in clause 24.3(m)(i).
- (iii) Where an employer and an employee engaged on fixing work in a cemetery agree that such work cannot be carried out owing to wet weather, the employer must provide the employee with other work or pay the employee for the time so lost.

(n) Tower allowance

An employee who is working on a chimney stack, spire tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo where the construction exceeds 15 metres in height must be paid 3.2% of the [standard rate](#) per hour extra for all work above 15 metres and a further 3.2% of the [standard rate](#) per hour extra for work above each additional 15 metres.

(o) Roof repairs

An employee engaged on repairs to roofs must be paid 4% of the [standard rate](#) per hour extra.

(p) Scaffolding

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the relevant State or Territory authority and who is required to act on that certificate while engaged on work requiring a certificated person must be paid 3.2% per hour extra.

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(q) Second hand timber

An employee whose tools are damaged by nails, dumps or other foreign matter on second hand timber the employee is working on must be paid 12.6% of the [standard rate](#) per day extra on each day on which the employee's tools are damaged, provided that the damage is reported immediately to the employer's representative on the job in order that the employee may prove the claim.

[24.3(r) deleted by [PR535145](#) ppc 13Jun13]

(r) Spray application

[24.3(s) renumbered as 24.3(r) by [PR535145](#) ppc 13Jun13]

An employee engaged on all spray applications carried out in other than a properly constructed booth approved by the relevant State authority must be paid 3.2% of the [standard rate](#) per hour extra.

(s) Swing scaffold

[24.3(t) renumbered as 24.3(s) by [PR535145](#) ppc 13Jun13]

(i) Subject to clause 24.3(s)(ii), an employee must be paid 23.2% of the [standard rate](#) for the first four hours or any part thereof extra, and 4.8% of the [standard rate](#) for each hour thereafter extra, on any day the employee is employed:

- on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc; or
- on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of six metres or more above the nearest horizontal plane.

(ii) An apprentice with less than two years' experience must not use a swing scaffold or bosun's chair.

(t) Toxic substances

[24.3(u) renumbered as 24.3(t) by [PR535145](#) ppc 13Jun13]

(i) An employee using toxic substances or materials of a like nature must be paid 4% of the [standard rate](#) per hour extra. An employee working in close proximity to an employee so engaged must be paid 3.2% of the [standard rate](#) per hour extra.

(ii) For the purpose of clause 24.3(t)(i), toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst systems are deemed to be materials of a like nature.

(u) Collection of monies

[24.3(v) renumbered as 24.3(u) by [PR535145](#) ppc 13Jun13]

An employee engaged on glass and glazing work who in the course of their duties is authorised to collect, and does collect, monies on behalf of the employer must be paid 29.3% of the [standard rate](#) per week extra.

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24.4 Special rates are not cumulative or subject to addition of penalties

- (a) The special rates in clause 24.3 must be paid when incurred and irrespective of the times at which the work is performed and are not subject to any premium or penalty additions.
- (b) Where the special rates in clause 24.3 provide payments for disabilities of substantially the same nature then only the highest of such rates is payable.

24.5 Transfers, travelling and working away from usual place of work

(a) Living away from home for a distant job

- (i) For the purposes of clause 24.5(a), a **distant job** is one where either the distance from the employee's usual place of residence or the travelling facilities available make it reasonably necessary for the employee to live and sleep away from their usual residence.

[24.5(a)(ii) varied by [PR998131](#), [PR523012](#), [PR536815](#), [PR551738](#), [PR566839](#) ppc 01Jul15]

- (ii) An employee directed by their employer to proceed to a distant job and who complies with such direction is entitled to either:

- payment of an allowance of \$478.44 per full working week (of seven days), or where the job is for less than a full working week, \$68.45 per day, or if the employee satisfies the employer that a greater outlay than that prescribed was reasonably incurred, reimbursement for the expenses outlaid; or
- reasonable ~~board and~~ lodging provided by the employer, where reasonable ~~board and~~ lodging means accommodation in either a single room or twin room if a single room is not available with adequate furnishings, good bedding, good floor coverings, good lighting and good heating/cooling and with hot and cold running water, all in a well kept hotel/motel type establishment, and ~~three adequate meals each day.~~
- reasonable board provided by the employer, where reasonable board means three adequate meals each day.

[24.5(a)(iii) varied by [PR998131](#), [PR509182](#), [PR523012](#), [PR536815](#), [PR551738](#) ppc 01Jul14; [PR566839](#), [PR579535](#) ppc 01Jul16]

- (iii) Subject to clause 24.5(a), an employee who complies with their employer's direction to proceed to a distant job is not required to travel outside their ordinary hours of work each day and is entitled:

- to travelling time at their ordinary time rate of pay for the period incurred in travelling between their usual residence and the distant job on the forward journey, on the return journey and at the completion of the job on the return journey;
- to be paid an amount of \$20.81 to cover the expenses of reaching their residence from the main public transport terminal on the return journey; and

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- to be paid \$14.54 per meal for any meals incurred while travelling on either the forward or return journey.
- (iv) Subject to clause 24.5(a), an employee who complies with their employer's direction to proceed to a distant job must be paid the amount of an economy return fare and any excess payment incurred in transporting their tools.
- (v) An employee dismissed for misconduct or incompetency within one week of commencing work on a distant job, or an employee who terminates or discontinues their work within one month of commencing the distant job, is not entitled to the amount of the return fare prescribed in clause 24.5(a)(iv) and the payments prescribed by clause 24.5(a)(iii).
- (vi) Subject to clause 24.5(a)(vii), after three months' continuous service on a distant job to which an employee has been directed to attend, and thereafter at four monthly periods of continuous service thereon, an employee may return to their usual residence at a weekend.
- (vii) Where the location of a distant job is in an area to which air transport is the only practical means of travel, an employee may return to their usual residence after five months' continuous service and if the employee does so the employee is entitled to two days leave with pay in addition to the weekend. An employee may also return to their usual residence after each further period of five months' continuous service and in each case if the employee does so the employee is entitled to two days leave, of which one day must be paid.
- (viii) An employee who returns to their usual residence in accordance with clauses 24.5(a)(vi) and (vii) must be paid the amount of the economy return fare and the paid leave on the pay day which immediately follows the date on which they return to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.
- (ix) The entitlement in clauses 24.5(a)(vi) and (vii) must be taken as soon as reasonably practicable after it becomes due and lapses after a further period of two months if the employee has been notified in writing by the employer of their entitlement and its expiry date in the week prior to the entitlement becoming due.
- (x) In special circumstances, and by agreement with the employer, the entitlement in clauses 24.5(a)(vi) and (vii) may be granted earlier or taken later without altering the accrual of the entitlements.
- (xi) The leave entitlements prescribed in clauses 24.5(a)(vi) and (vii) count as periods of service for all purposes of this award.

[24.5(a)(xii) varied by [PR998131](#), [PR523012](#), [PR536815](#), [PR551738](#), [PR566839](#) ppc 01Jul15]

- (xii) An employee who is provided with full board and lodging in accordance with clause 24.5(a)(ii), who works ordinary hours as required on the day before and the day after a weekend, who notifies the employer or employer's representative no later than Tuesday of each week of their

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intention to return to their usual residence at the weekend and who actually returns to their usual residence on the weekend must be paid an allowance of \$40.11 for each occasion.

- (xiii) If an employer and an employee agree in writing, the paid rostered day or shift off as prescribed in clauses 28.2 and 28.3 may be taken, and paid for, in conjunction with and additional to the return to usual residence leave as prescribed in clauses 24.5(a)(vi) and (vii), or at the end of the work on the distant job, or on termination, whichever comes first.
- (xiv) For the purposes of clause 24.5(a) **economy return fare** means the total cost of the most common method of public transport (including bus, aircraft or rail, with sleeping berths if necessary) between the employee's usual residence and the distant job and return.

(b) Stonemasonry work at a cemetery

An employee engaged on stonemasonry work when directed to work on fixing work in a cemetery away from the employer's usual place of business is entitled to payment at ordinary time rates for any excess travelling time involved and must be:

- (i) reimbursed for any fares incurred in excess of those normally expended in travelling to and from their usual residence to the employer's premises; or

[24.5(b)(ii) varied by [PR523012](#), [PR536815](#), [PR551738](#) ppc 01Jul14]

- (ii) paid an amount of \$0.78 per kilometre travelled in excess of those normally expended in travelling to and from their usual residence to their employer's premises, where an employer requests an employee to use their own car and the employee agrees to do so.

(c) Performing glass and glazing work away from the usual place of business

An employee engaged on glass and glazing work who is directed to commence work at the usual starting time at a location other than the employer's usual place of business must be paid at ordinary time rates for the first hour each way and thereafter at overtime rates for any excess travelling time involved and must be:

- (i) reimbursed for any fares incurred in excess of those normally expended in travelling to and from their usual residence to the employer's usual place of business; or

[24.5(c)(ii) varied by [PR523012](#), [PR536815](#), [PR551738](#) ppc 01Jul14]

- (ii) paid an amount of \$0.78 per kilometre travelled in excess of those normally expended in travelling to and from their usual residence to their employer's usual place of business, where an employer requests an employee to use their own motor vehicle and the employee agrees to do so.

24.6 District allowances

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[24.6 varied by [PR994529](#); deleted by [PR561478](#) ppc 05Mar15]

24.6 Adjustment of expense related allowances

[24.8 renumbered as 24.6 by [PR561478](#) ppc 05Mar15]

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance must 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.

[24.8(b) varied by [PR994529](#) ppc 01Jan10; [PR523012](#) ppc 01Jul12]

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

Type of allowance	Applicable Consumer Price Index figure
Board and lodging	Domestic holiday travel and accommodation sub-group
Compensation for clothing and tools	Eight capitals consumer price index
Meal	Meals out and take away foods sub-group
Tool	Eight capitals consumer price index
Transport	Transport group
Vehicle	Transport group

24.7 Accident pay

[24.7(a) varied by [PR994529](#); substituted by [PR503636](#); deleted by [PR561478](#) ppc 05Mar15; new 24.7 inserted by [PR571825](#) ppc 15Oct15]

- (a) This clause commences on 15 October 2015.
- (b) The employer must pay an employee accident pay.
- (c) Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total of 26 weeks in respect to the employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.
- (d) The termination of the employee's employment for any reason whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with subclause 24.7(c).
- (e) Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date of receipt of the lump sum by the employee.

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- (f) If an employer has a scheme for the payment of accident pay that contains provisions generally not less favourable to employees than the provisions of this clause, the employer may apply to the Fair Work Commission for that scheme to apply instead of this clause.
- (g) For a casual employee the weekly payment as defined in clause 3.1 will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings and overtime.
- (h) If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.
- (i) For the avoidance of doubt, an employee will not be entitled to any payment under this clause in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.

25. Higher duties

An employee engaged for more than two hours during one day on duties carrying a higher minimum wage than the employee's ordinary classification must be paid the higher minimum wage for such day. If for two hours or less during one day, the employee must be paid the higher minimum wage for the time so worked.

26. Payment of wages

- 26.1** All monies due to an employee by the employer in relation to the performance of work must be paid and be available by no later than the time of cessation of ordinary hours of work on Thursday of each working week. Provided that in any week in which a public holiday falls on a Thursday or a Friday mutually acceptable alternative arrangements must be made.
- 26.2** All such monies must be paid by cash, cheque or direct credit to the account at an approved financial institution nominated by the employee, provided that payment other than by cash creates no undue financial burden to the employee.
- 26.3** Subject to clause 26.1, an employee who due to circumstances within the control of the employer does not receive such monies by the cessation of the ordinary hours of work on the Thursday of each week must be paid waiting time at overtime rates, with a minimum of a quarter of an hour, until such time as the monies due are paid.

27. Superannuation

[Varied by [PR992198](#), [PR994529](#), [PR530235](#), [PR545996](#)]

27.1 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.

27.2 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.

27.3 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 27.2.
- (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 27.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 27.3(a) or (b) was made.

27.4 Superannuation fund

[27.4 varied by [PR994529](#) ppc 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 27.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Cbus;

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[27.4(b) substituted by [PR530235](#) ppc 26Oct12]

- (b) CareSuper;
- (c) FIRSTSUPER;
- (d) AustralianSuper;
- (e) Allied Union Superannuation Trust of Queensland (Aust(Q));
- (f) BUSS(Q);

[27.4(g) varied by [PR545996](#) ppc 01Jan14]

- (g) 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 scheme; or

[27.4(g) inserted by [PR545996](#) ppc 01Jan14]

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

27.5 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 27.2 and pay the amount authorised under clauses 27.3(a) or (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 in total) 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 statutory requirements; and
- (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

28. Ordinary hours of work and rostering

[Varied by [PR535145](#)]

- 28.1** Except as provided elsewhere in this award, the ordinary hours of work for an employee are 38 or an average of 38 hours per week.

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28.2 Day workers

- (a) Subject to clause 31—Alternative working arrangement, ordinary hours for a day worker must be worked as eight hours per day, between 6.00 am and 7.00 pm Monday to Friday, over a 20 day four week cycle, with 0.4 of one hour of each day worked accruing as a paid rostered day off in each cycle.
- (b) Where it is agreed between a majority of employees and the employer that a paid rostered day off in each cycle is not practicable then agreement may be reached in writing on an alternative method of implementing ordinary hours, including:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days;
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days;
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days;
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days; or
 - (v) any other work cycle during which a weekly average of 38 ordinary hours are worked.
- (c) The paid rostered days off must be implemented:
 - (i) by the employer fixing one day in a cycle on which all employees will be off;
 - (ii) by the employer rostering employees off on various days in a cycle so that each employee has a paid rostered day off during the cycle; or
 - (iii) by any other method which is agreed to by the employer and a majority of employees in the affected factory, workshop or section of the enterprise.
- (d) Where any paid rostered day off falls on a public holiday, the next working day must be taken instead of the paid rostered day off unless an alternative day is agreed in writing between the employer and an employee.
- (e) Each day of paid leave (except the paid rostered day off) and any public holiday taken during a cycle of four weeks must be regarded as a day worked for accrual purposes.
- (f) An employee who has not worked a complete 19 day four week cycle must be paid accrued pro rata entitlements for each day worked on the rostered day off or, in the case of termination of employment, on termination.

[28.2(g) substituted by [PR535145](#) ppc 13Jun13]

- (g) An employee who works on a paid rostered day off or any substituted day must, in addition to any time credits accumulated for that day during a work cycle, be paid the penalty rates and provisions prescribed for Saturday work in clause 30.6, but shall not, in addition to those payments, be entitled to a day off in lieu of the day worked. Where an alternative day is substituted for a scheduled rostered day off, the penalty payments will only apply to the alternative day worked and not the original rostered day off.
- (h) An employee who works overtime must be paid overtime in accordance with clause 30—Overtime.

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- (i) An employee required to work on a public holiday must be paid for a minimum of four hours work at the rate of 250%.

28.3 Shiftworkers

(a) Definitions

For the purposes of clause 28.3:

- (i) **Afternoon shift** means a shift finishing at or after 9.00 pm and at or before 11.00 pm.
- (ii) **Night shift** means a shift finishing after 11.00 pm and at or before 7.00 am.
- (iii) **Early morning shift** means a shift finishing after 12.30 pm and before 2.00 pm.
- (iv) **Early afternoon shift** means a shift finishing after 7.30 pm and before 9.00 pm.

(b) Hours of work

- (i) Subject to clause 31—Alternative working arrangement, the ordinary hours for a shiftworker are eight hours per day, inclusive of meal breaks, Monday to Friday provided that:
- an ordinary night shift commencing before, and extending beyond, midnight Friday is regarded as a Friday shift; and
 - where shiftwork comprises three continuous and consecutive shifts of eight hours each per day, a crib time of 20 minutes duration must be allowed without deduction of pay in each shift, such crib time being instead of any other rest period or cessation of work prescribed elsewhere in this award.
- (ii) An employee on shiftwork accrues 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every cycle of 20 shifts. The 20th shift must be paid for at the appropriate shift rate as prescribed by clause 28.3(d).
- (iii) Paid leave taken and public holidays occurring during any cycle of four weeks must be regarded as shifts worked for accrual purposes.
- (iv) An employee who has not worked a complete four week cycle must be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment, on termination.
- (v) The employer and relevant employees must agree in writing on the arrangements for the programmed shift off during the 20 day cycle or for the accumulation of the accrued shifts off, provided that such accumulation must be limited to no more than five such accrued shifts off and that when taken, the shifts must be regarded as shifts worked for accrual purposes in the particular 20 shift cycle.

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(vi) Where an employer, for emergency reasons, requires an employee to work on the employee's paid shift off, the employee must be paid, in addition to the employee's accrued entitlement, at the rate of 200%.

(c) Stonemasonry work

Where an employee engaged on stonemasonry work is required to work shiftwork, the hours of duty are between 7.00 am and 11.00 pm, provided that such hours are worked in two shifts with two sets of employees. The first shift must be worked between 7.00 am and 3.00 pm and be paid for at ordinary time rates and the second shift must be worked between 3.00 pm and 11.00 pm and be paid for at the rate of 150%. All time worked between 11.00 pm and 7.00 am must be paid at the rate of 200%.

(d) Shift rates

(i) Other than for work on a Saturday, Sunday or public holiday, the rate of pay for afternoon or night shift is 150% and the rate of pay for early morning and early afternoon shift is 125%, provided that the employee is employed continuously for five shifts Monday to Friday in any week. A public holiday in any week is not a break in continuity for the purposes of clause 28.3(d)(i).

(ii) An employee who is employed for less than five consecutive shifts Monday to Friday must be paid for each day the employee works on shiftwork at the rate of 150% for the first two hours and 200% thereafter, provided that when a job finishes after proceeding on shiftwork for more than one week, or the employee terminates their services during the week, the employee must be paid at the rate specified in clause 28.3(d)(i) for the time actually worked.

(e) Overtime and public holiday rates

(i) A shiftworker who works overtime must be paid overtime in accordance with clause 30—Overtime.

(ii) A shiftworker required to work on a public holiday must be paid for a minimum of four hours work at the rate of 250%.

(f) Shift notice

(i) An employee must be given at least 48 hours' notice of a requirement to work shiftwork.

(ii) The hours for a shiftworker when fixed, must not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of the previous shift.

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29. Breaks

[Varied by [PR992150](#)]

29.1 Meal breaks

An employee is entitled to a meal break on each day of work of not less than 30 minutes to be taken no less than four hours and no later than six hours after the commencement of work where the employee is a day worker and no less than five hours after the commencement of work where the employee is a shiftworker. Except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, the rate of 200% must be paid for all work done during a meal break and thereafter until a meal break is taken.

29.2 Rest periods

- (a) An employee is entitled to a paid rest period of 10 minutes between 9.30 am and 11.30 am on each day of work.
- (b) In addition to the rest period in clause 29.2(a), an employee engaged on glass and glazing work is entitled to a rest period of ten minutes in the afternoon at a time to be selected by the employer, provided that when any spell of duty in ordinary hours is for four hours or more, such rest period must be allowed in the third hour of duty.

29.3 Crib time

Where shiftwork comprises three continuous and consecutive shifts of eight hours each per day, an employee is entitled to a paid 20 minute crib time instead of any other rest period or cessation of work prescribed elsewhere in this award.

29.4 Washing time

An employee engaged in glass and glazing work as a spray painter operator or stripper of mirrors or using rouge, glacite or substitute material is entitled to five minutes before the meal or crib break and five minutes before the conclusion of work for the day or shift for washing purposes.

30. Overtime

30.1 Reasonable overtime

- (a) Subject to clauses 30.1(b) and (c), an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to the employee's health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;

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- (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.
- (c) No apprentice under the age of 18 years of age is required to work overtime or shiftwork unless the employee so desires.

30.2 Payment for working overtime

- (a) Except as provided for in clauses 30.6 and 30.7, for all work done outside of ordinary hours by a day worker the overtime rate is 150% for the first two hours and 200% thereafter and for all work done outside of ordinary hours by a shiftworker the overtime rate is 200%.
- (b) Overtime work performed by a shiftworker employed on the second or third shifts of a day when two or three shifts are worked must be paid for at the rate of 200%.

30.3 Call back

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of three hours work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising, the employee must not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- (b) Clause 30.3(a) does not apply where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary hours.

30.4 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 30.4, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

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- (d) The provisions of clause 30.4 apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (e) An employee who has worked continuously, except for meal or crib breaks, for 20 hours must not be required to continue at or recommence work for at least 12 hours.

30.5 Crib breaks

An employee required to work overtime for two or more hours after the usual ceasing time for the day or shift is entitled to a paid 20 minute crib break immediately after such ceasing time or payment at overtime rates for the 20 minute crib break. After each four hours of continuous overtime, the employee is also entitled to a paid 30 minute crib break.

30.6 Weekend work

- (a) Overtime worked by an employee on a Saturday must be paid for at the rate of 150% for the first two hours and 200% thereafter, provided that all overtime worked by an employee after 12 noon on a Saturday must be paid for at the rate of 200%.
- (b) Overtime worked by an employee on a Sunday must be paid for at the rate of 200%.
- (c) An employee required to work overtime on a Saturday or a Sunday must be afforded and paid for at least three hours work on a Saturday or for four hours work on a Sunday at the appropriate rate.
- (d) An employee working overtime on a Saturday or a Sunday must be allowed a paid 10 minute rest period.
- (e) An employee working overtime on a Saturday or a Sunday must be allowed a paid 20 minute crib break after four hours work and a paid 30 minute crib break after a further four hours work, paid at the ordinary rate of pay.

30.7 Public holiday work

An employee required to work overtime on a public holiday must be paid for a minimum of four hours work at the rate of 250%.

30.8 Transport of employees

An employee who, after having worked overtime and/or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available must be provided by the employer with transport to, or the cost of transport to, the employee's usual residence. |

30.9 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 30.9.
- (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 pay period immediately following the request.

Note: An example of the type of TOIL agreement required by this clause is set out at Schedule [I]. There is no requirement to use the form of TOIL agreement set out at Schedule [I]. A TOIL agreement 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: An employee who worked 2 overtime hours is entitled to time off of 2 hours.

- (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 30.9 but not taken as time off, the employer must pay the employee for the overtime, in the pay period immediately 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 pay period immediately 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 30.9 as an employee record.

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(i) An employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 30.9.

(j) An employee may, under section 65 of the Fair Work 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. Clause 30.9 applies to any such time off granted by the employer as if it were time off covered by an agreement under clause 30.9.

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

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 30.9 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 Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 30.9.

31. Alternative working arrangement

31.1 By written agreement between the employer and the employees, the ordinary hours of work may be altered from those allowed under clauses 28—Ordinary hours of work and rostering, 29—Breaks or 30—Overtime to suit the needs of a particular enterprise, factory, workshop or section, provided that:

- (a) ~~the agreement must be made by at least a majority of employees in the enterprise, factory, workshop, or section affected by the alteration; and where employees employed at the enterprise, factory, workshop or section request that the employer consult with their representatives on the proposed alteration, that consultation takes place at least five days prior to the introduction of the proposed alteration;~~
- (b) the agreement must be made by at least 60% of employees in the enterprise, factory, workshop or section affected by the alteration; and
- (c) no employee experiences a loss of ordinary time pay or status as a result of the alteration.

31.2 For the purposes of clause 31, **section** means a clearly identifiable production process.

Part 6—Leave and Public Holidays

32. Annual leave

[Varied by [PR992198](#), [PR994529](#), [PR995189](#), [PR583021](#), [PR588647](#)]

32.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

32.2 Payment for period of annual leave

[32.2(a) varied by [PR995189](#) from 01Jan10]

- (a) Instead of the **base rate of pay** as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) Subject to clause 32.2(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including applicable allowances, loadings and penalties paid for all purposes of the award, first aid allowance, if applicable, and any other wages payable under the employee's contract of employment including any overaward payment.

[32.2(c) substituted by [PR588647](#) ppc 16Dec16]

- (c) The employee is not entitled to payments in respect of overtime, shift rates, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

(d) **Electronic funds transfer (EFT) payment of annual leave**

[32.2(d) inserted by [PR583021](#) ppc 29Jul16]

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.

32.3 Annual leave loading

[32.3 substituted by [PR588647](#) ppc 16Dec16]

- (a) In addition to the payment prescribed in clause 32.2, during a period of annual leave an employee must be paid a loading of 17.5% calculated on the minimum wages, loadings and allowances by clauses 18—Classifications and minimum wages, 19—Apprentice minimum wages, 20—Adult apprentice minimum wages, 21—Trainee minimum wages, 22—Supported wage system and clauses 24.1(b), (c) and (d) as applicable and the leading hand rates prescribed by clause 24.1(a) if applicable. An employee is also entitled to the 17.5% loading on any proportionate leave on termination.
- (b) An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to that prescribed in clause 32.3(a) or the shift rates prescribed by this award, whichever is the greater but not both.

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32.4 Commencement of annual leave for distant jobs

If an employee is still engaged on a distant job when annual leave is granted and the employee returns by the first reasonable means of transport to the place of engagement (or, if employed prior to going to the distant job, to the place regarded as the headquarters), the employee's annual leave commences on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

32.5 Excessive leave accruals: general provision

[32.5 renamed and substituted by [PR583021](#) ppc 29Jul16]

Note: Clauses 32.5 to 32.7 contain provisions, additional to the National Employment Standards, 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](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (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 32.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 32.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

32.6 Excessive leave accruals: direction by employer that leave be taken

[New 32.6 inserted by [PR583021](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 32.5(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 32.5, 32.6 or 32.7 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.

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- (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 32.6(b)(i).

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

32.7 Excessive leave accruals: request by employee for leave

[New 32.7 inserted by [PR583021](#) ppc 29Jul16]

- (a) Clause 32.7 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 32.5(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 32.6(a) that, when any other paid annual leave arrangements (whether made under clause 32.5, 32.6 or 32.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 32.5, 32.6 or 32.7 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.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.

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- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

32.8 Annual leave in advance

[32.6 renumbered as 32.8 by [PR583021](#) ppc 29Jul16; 32.8 renamed and substituted by [PR583021](#) ppc 29Jul16]

- (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 32.8 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 32.8 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 32.8, 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.

32.9 Annual close-down

[32.7 varied by [PR994529](#) ppc 01Jan10; 32.7 renumbered as 32.9 by [PR583021](#) ppc 29Jul16]

Notwithstanding s.88 of the Act and clause 32.5, an employer may close down an enterprise or part of it during the Christmas–New Year period for the purpose of giving the whole of the annual leave owing to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than two months' notice of intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 32.2 and 32.3;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close-down pursuant to clause 32.9 also counts as service by the employee with their employer.

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32.10 Proportionate leave on termination

[32.8 renumbered as 32.10 by [PR583021](#) ppc 29Jul16]

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clauses 32.2 and 32.3.

32.11 Cashing out of annual leave

[32.11 inserted by [PR583021](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 32.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 32.11.
- (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 32.11 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 32.11 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 32.11 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 32.11.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.11.

Note 3: An example of the type of agreement required by clause 32.11 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

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33. Personal/carer's leave and compassionate leave

33.1 Personal/carer's leave and compassionate leave are provided for in the NES.

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

34. Community service leave

34.1 Community service leave is provided for in the NES.

34.2 Reimbursement for jury service

A full-time employee required to attend for jury service during their ordinary hours of work must be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service.

35. Public holidays

35.1 Public holidays are provided for in the NES.

35.2 Substitution of certain public holidays by agreement at the enterprise

By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.

Schedule A—Transitional Provisions

[Varied by [PR988412](#), [PR994529](#), [PR503636](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by [PR994529](#) ppc 01Jan10]

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument;
or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.2.1(b) substituted by [PR994529](#) ppc 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

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A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

[A.3.1(b) substituted by [PR994529](#) ppc 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

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A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

[A.5.1 substituted by [PR994529](#) ppc 01Jan10]

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994529](#) ppc 01Jan10]

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

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A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

[A.6.1 substituted by [PR994529](#) ppc 01Jan10]

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by [PR994529](#) ppc 01Jan10]

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

[A.6.3 substituted by [PR994529](#) ppc 01Jan10]

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

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A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

[A.7.1 substituted by [PR994529](#) ppc 01Jan10]

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by [PR994529](#) ppc 01Jan10]

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503636](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

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- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

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Schedule B—Classification Structure and Definitions

[Varied by [PR988412](#), [PR992150](#), [PR994529](#), [PR503860](#)]

B.1 For the purposes of this award, the classification definitions are as follows:

B.1.1 Level 1 [relativity to Level 5—78%]

- (a) An employee at this level will undertake up to 38 hours induction training which may include information on the company, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.
- (b) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
 - (i) performs work as directed;
 - (ii) performs routine duties essentially of a manual and repetitive nature;
 - (iii) is responsible for the quality of their own work subject to direct supervision;
 - (iv) works in a safe manner so as not to injure themselves or other employees;
 - (v) is able to solve basic problems associated with their work;
 - (vi) while undertaking structured training performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) general labouring and cleaning duties from written or verbal instructions;
 - (ii) assistance to other employees at this or other skill levels within their level of skill and training;
 - (iii) other tasks as directed in accordance with their level of skill and training.
- (d) Level 1 includes the following occupations:
 - (i) General hand.
 - (ii) Factory hand.

B.1.2 Level 2 [relativity to Level 5—82%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of their skill and training:

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- (i) performs work as directed;
 - (ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) understands and undertakes basic quality control/assurance procedures subject to supervision;
 - (v) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) repetitive fixing of pre-made components or parts of any article in predetermined ways, using basic written, spoken and/or diagrammatic instructions;

[Sched B.1.2(c)(ii) substituted by [PR503860](#) ppc 12Nov10; corrected by [PR503969](#) ppc 12Nov10]

- (ii) repetition work (including the feeding and removing of glass) on automatic, semi automatic or single purpose machines or equipment;
- (iii) use of selected hand tools and hand operated power tools;
- (iv) maintenance of simple records;
- (v) manual handling skills;
- (vi) use of hand trolleys and pallet trucks;
- (vii) problem solving skills;

[Sched B.1.2(c)(viii) inserted by [PR503860](#) ppc 12Nov10]

- (viii) handling of glass to and from cases, trucks, benches, pallets, stillages, bins, cages or racks.
- (d) Subject to Schedule B.1.2(e), Level 2 includes the following occupations:
- (i) Assembler B.
- (e) An employee currently classified as an Assembler B who is only required to perform the duties specified in Schedule B.1.2 must be paid in accordance with Level 2. Where such employee performs a wide range of duties including those more complex tasks identified for Level 3, then such employee must be paid in accordance with Level 3.

B.1.3 Level 3 [relativity to Level 5—87.4%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

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- (b) An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of their skill and training:
- (i) performs work as directed;
 - (ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) understands and undertakes basic quality control/assurance procedures subject to supervision;
 - (v) performs routine duties which may involve the use of machinery or tools;
 - (vi) while undertaking structured training performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) production of standard components and operation of machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 2;
 - (ii) an ability to interpret and follow standard procedures;
 - (iii) operation of flexibility between assembly stations;
 - (iv) receipt, dispatch, distribution, sorting, checking, packing, documentation and recording of goods, materials and components;
 - (v) basic inventory control in the context of a production process;
 - (vi) basic keyboard skills;
 - (vii) operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operation;
 - (viii) accurate measurement;
 - (ix) assistance to one or more tradespersons [i.e. Level 5 and above];
 - (x) problem solving skills.
- (d) Subject to Schedule B.1.3(e) and B.1.3(f), Level 3 includes the following occupations:
- (i) Assembler A.
 - (ii) Assembler B.
 - (iii) Primer.
 - (iv) Machinist grade 2.
 - (v) Dispatch worker/glass vehicle driver (other than crane mounted vehicle).

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- (e) An employee currently classified as an Assembler A who is only required to perform the duties specified in Schedule B.1.3 must be paid in accordance with Level 3. Where such employee performs a wider range of duties including those more complex tasks identified for Level 4, then such employee must be paid in accordance with Level 4.
- (f) An employee currently classified as an Assembler B who is only required to perform the duties specified in Schedule B.1.2 must be paid in accordance with Level 2. Where such employee performs a wider range of duties including those more complex tasks identified for Level 3, then such employee must be paid in accordance with Level 3.

B.1.4 Level 4 [relativity to Level 5—92.4%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 3 and to the level of their skill and training:
 - (i) performs work as directed;
 - (ii) exercises discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) is responsible for the quality of their own work subject to limited supervision;
 - (v) works from more complex standards and procedures;
 - (vi) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (ii) operation of materials handling equipment requiring a licence or certificate;
 - (iii) setting up and operation and adjustment of machinery to produce more detailed components to exact specifications and standards;
 - (iv) fixing components or parts in pre-determined ways and simple rectification work to jobs in progress;
 - (v) assistance to other employees at this and other skill levels within their level of skill and training;

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- (vi) other tasks as directed in accordance with their level of skill and training;
 - (vii) completion of simple clerical tasks;
 - (viii) selection of suitable methods for completing tasks and planning the order in which to complete them;
 - (ix) keyboard skills at a level higher than Level 3;
 - (x) lubrication of production machinery equipment;
 - (xi) problem solving skills.
- (d) Subject to Schedule B.1.4(e), Level 4 includes the following occupations:
- (i) Assembler A.
 - (ii) Machinist grade 1.
 - (iii) Computerised automatic glass cutting machine operator.
 - (iv) Automatic edge grinding/polishing machine operator.
 - (v) Automatic bevelling/polishing machine operator.

[B.1.4(d)(vi) varied by [PR994529](#) ppc 01Jan10]

- (vi) Dispatch worker/glass vehicle driver (crane mounted vehicles).
- (e) An employee currently classified as an Assembler A who is only required to perform the duties specified in Schedule B.1.3 must be paid in accordance with Level 3. Where such employee performs a wider range of duties including those more complex tasks identified for Level 4, then such employee must be paid in accordance with Level 4.

B.1.5 Level 5 [relativity to Level 5—100%]

- (a) An employee to be classified at this level will hold a trade certificate, Tradesperson's Rights Certificate, or have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of their skill and training:
 - (i) understands and applies quality control techniques;
 - (ii) inspects products and/or materials for conformity with established operational standards;
 - (iii) exercises good interpersonal communication skills;
 - (iv) exercises discretion and utilises basic fault finding skills in the course of their work;
 - (v) works in a safe manner so as not to injure themselves or other employees;

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- (vi) performs work under limited supervision either individually or in a team environment;
 - (vii) conducts training in conjunction with a skilled trainer as required;
 - (viii) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (ii) selection of materials and operation of machinery and/or equipment to produce articles in accordance with trade standards;
 - (iii) identification and initiation of relevant action to obtain materials, tools and machinery requirements for a particular job;
 - (iv) maintenance and use of hand held pneumatic, power and personal tools;
 - (v) understanding and undertaking of basic quality control/assurance procedures on the work of employees in lower classifications;
 - (vi) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
 - (vii) keyboard skills at a level higher than Level 4;
 - (viii) operation of all lifting equipment incidental to their work;
 - (ix) performance of non-trade tasks incidental to their work;
 - (x) performance of work which, while primarily involving the skills of an employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task and which does not require additional formal technical training;
 - (xi) approval and passing of first-off samples and maintenance of quality of product;
 - (xii) operation, setting up and adjustment of all production machinery in a plant to the extent of their training;
 - (xiii) performance of a range of maintenance functions;
 - (xiv) understanding and application of computer techniques as they relate to production process operations;
 - (xv) high level stores and inventory responsibility beyond the requirements of an employee at Level 4;
 - (xvi) other tasks as directed in accordance with their level of skill and training.
- (d) Level 5 includes the following occupations:

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- (i) Carpenter and/or joiner.
- (ii) Stonemason.
- (iii) Prefab tradesperson.
- (iv) Painter.
- (v) Plasterer.
- (vi) Glazier.

[B.1.5(d)(vii) varied by [PR503860](#) ppc 12Nov10]

- (vii) Glass cutter.
- (viii) Automatic bevelling/polishing machine setter operator.
- (ix) Automatic edge grinding/polishing machine setter operator.

B.1.6 Level 6 [relativity to Level 5—105%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 5 and to the level of their skill and training:
 - (i) performs work under general supervision either individually or in a team environment, and is able to examine, evaluate and develop solutions to problems within the scope of this level;
 - (ii) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
 - (iii) exercises discretion and utilises fault finding skills in the course of their work;
 - (iv) works in a safe manner so as not to injure themselves or other employees and is able to identify hazards and unsafe work practices which may affect others in the team environment;
 - (v) exercises good interpersonal skills;
 - (vi) provides guidance and assistance as part of a work team;
 - (vii) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) reading, interpreting and calculating information from production drawings, prints or plans;

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- (ii) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
 - (iii) exercising trade skills relevant to the requirements of the enterprise at a level higher than an employee at Level 5;
 - (iv) operating a wide range of complex machines or equipment in the workplace;
 - (v) applying relevant legislation to the work of self and others;
 - (vi) other tasks as directed in accordance with their level of skill and training.
- (d) Level 6 includes the following occupations:
- (i) Letter cutter.
 - (ii) Joiner special class.
 - (iii) Joiner-setter out.
 - (iv) Prefab setter.
 - (v) Signwriter.
 - (vi) Specialist glass cutter.
 - (vii) Supervisor—toughening plant, laminating plant, silvering plant, insulation unit plant or glass bending plant.

B.1.7 Level 7 [relativity to Level 5—110%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 6 and to the level of their skill and training:
 - (i) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
 - (ii) provides guidance and assistance as part of a work team;
 - (iii) assists in the provision of training in conjunction with supervisors and trainers;
 - (iv) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
 - (v) works in a safe manner so as not to injure themselves or other employees and is able to identify hazards and unsafe work practices which may affect others in the team environment;

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- (vi) exercises excellent interpersonal skills;
 - (vii) performs work under limited supervision either individually or in a team environment;
 - (viii) exercises discretion within their level of training.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) exercising of high precision trade skills using various materials and/or specialised techniques;
 - (ii) performance of operations on a CAD/CAM terminal in the performance of routine modifications.
- (d) Level 7 includes the following occupations:
- (i) Carver.

Schedule C—School-Based Apprentices

[Varied by [PR988412](#), [PR544644](#)]

- C.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- C.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- C.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- C.4** For the purposes of schedule C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- C.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- C.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[C.8 substituted by [PR544644](#) ppc 01Jan14]

- C.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression where provided for in this award.

[C.9 substituted by [PR544644](#) ppc 01Jan14]

- C.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression where provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[C.10 substituted by [PR544644](#) ppc 01Jan14]

- C.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (where provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- C.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

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Schedule D—National Training Wage

[Varied by [PR988412](#); substituted by [PR994529](#) ppc 01Jan10; varied by [PR997909](#), [PR509060](#), [PR522891](#), [PR536694](#), [PR545787](#), [PR551617](#), [PR566698](#), [PR579791](#)]

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

D.3 Coverage

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- D.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- D.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

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D.5 Minimum Wages

[D.5 substituted by [PR997909](#), [PR509060](#), [PR522891](#), [PR536694](#), [PR551617](#), [PR566698](#), [PR579791](#) ppc 01Jul16]

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 Per week	Year 12 per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19

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Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) Wage Level B

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship

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whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage

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per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

[Note inserted by [PR545787](#) ppc 01Jan14]

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause D.5.2(f)(ii) and not by this clause.

- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

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Appendix D1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

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Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

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D1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II

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Training package	AQF certificate level
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

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D1.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

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Schedule E—Supported Wage System

[Varied by [PR988412](#), [PR994529](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542149](#), [PR551831](#), [PR568050](#), [PR581528](#)]

E.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.

[E.2 varied by [PR568050](#) ppc 01Jul15]

E.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*, 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 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

E.3 Eligibility criteria

E.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.

E.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.

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E.4 Supported wage rates

E.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 <u>E.5E.5</u>)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

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[E.4.2 varied by [PR994529](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#) ppc 01Jul16]

E.4.2 Provided that the minimum amount payable must be not less than \$82 per week.

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

E.5 Assessment of capacity

E.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.

E.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.

E.6 Lodgement of SWS wage assessment agreement

[E.6.1 varied by [PR994529](#), [PR542149](#) ppc 04Dec13]

E.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.

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[E.6.2 varied by [PR994529](#), [PR542149](#) ppc 04Dec13]

E.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.

E.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.

E.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.

E.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.

E.10 Trial period

E.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.

E.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.

[E.10.3 varied by [PR994529](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#) ppc 01Jul16]

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.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 [E.5E.5](#).

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Schedule F—2016 Part-day Public Holidays

[Sched F inserted by [PR532628](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#) ppc 31May16]

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 2016) or New Year's Eve (31 December 2016) 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 7.00pm 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) 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) 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.
- (g) 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.

This schedule is an interim provision and subject to further review.

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Schedule G—Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR583021](#) ppc 29Jul16]

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____

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Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by [PR583021](#) ppc 29Jul16]

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 I — TOIL template agreement

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 pay period immediately following the request.

Signature of employee: _____

Date signed: ____ / ____ /20 ____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____ / ____ /20 ____