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<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b></p> <p>This award is the <i>Mobile Crane Hiring Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> 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.</p> <p><b>2.3</b> 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:</p> <ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul> <p><b>2.4</b> 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</p>	<p><b>Part 1—Application and Operation of this Award</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This award is the <i>Mobile Crane Hiring Award 2016</i>.</p> <p><b>1.2</b> This modern award, as varied, commenced operation on 1 January 2010.</p> <p><b>1.3</b> 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.</p> <p><i>References to transitional arrangements removed - obsolete</i></p>

<p>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.</p> <p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(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</li> <li>(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.</li> </ul>	
<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>accident pay</b> 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 minimum weekly rate (including industry allowance) prescribed by clause 13–Wage rates. 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 employee's minimum weekly rate (including industry allowance) for that period. The minimum weekly rate does not include over award payments, shift loadings, overtime, attendance payments, bonus payments, fares and travelling allowance, site allowance, or other such rates</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	<p><b>2. Definitions</b></p> <p>In this award, unless the contrary intention appears:</p> <p><b>accident pay</b> 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 minimum weekly rate (including industry allowance) prescribed by clause 16.1. 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 employee's minimum weekly rate (including industry allowance) for that period. The minimum weekly rate does not include:</p> <ul style="list-style-type: none"> <li>(a) overaward payments;</li> <li>(b) shift loadings;</li> <li>(c) overtime;</li> <li>(d) attendance payments;</li> </ul>

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

**crane crew** means workers with the qualifications and flexibility to perform the duties of crane operators and dogger/riggers on an interchangeable basis, provided that the crane operator will be regarded as the employee in charge of the crane crew

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

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

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

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

**dogger** means a worker who carries out the work of slinging loads and who controls the movement of such loads when handled by lifting appliances. It is also the dogger's responsibility to control loads when out of view of the crane operator. A dogger must hold the current certificates issued in accordance with statutory requirements.

**double time** means ordinary time plus 100%

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

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

**injury**, for the purposes of clause 14.5–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

(e) bonus payments;

(f) fares and travelling allowance;

(g) site allowance; or

(h) other such rates.

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

**all purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave

**crane crew** means workers with the qualifications and flexibility to perform the duties of crane operators and dogger/riggers on an interchangeable basis, provided that the crane operator will be regarded as the employee in charge of the crane crew

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

**dogger** means a worker who carries out the work of slinging loads and who controls the movement of such loads when handled by lifting appliances. It is also the dogger's responsibility to control loads when out of view of the crane operator. A dogger must hold the current certificates issued in accordance with statutory requirements.

*Definition for double time deleted, term no longer used in the award*

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

**injury**, for the purposes of clause 18–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

<p><b>MCE</b> means mobile crane employees in the mobile crane hiring industry</p> <p><b>mobile crane</b> means a crane having its own propulsion which includes tractor and crawler cranes</p> <p><i>Definition for mobile crane hire industry inserted in ED, taken from clause 4.10 of the current award.</i></p> <p><b>mobile crane operator</b> means the operator who is the link between the operation of the mobile crane and its motive power and who controls the apparatus inside the crane's cabin to regulate its movements i.e. 'luffing' (raising or lowering the jib or boom), 'slewing' (turning the crane on its axis) and/or 'hoisting' (raising or lowering) the hook. A crane operator must hold the current certificates in accordance with statutory requirements.</p> <p><b>mobile elevated work platform</b> means a vehicle mounted unit with a telescoping device, hinged device, or articulated device or any combination of these used to support a platform on which personnel, equipment, or materials may be elevated to perform work</p> <p><b>mobile elevating work platform operator</b> means an employee required to perform, alone or as part of a crew, tasks including:</p> <ul style="list-style-type: none"> <li>• driving/relocating the platform between work locations;</li> <li>• setting up the platform;</li> <li>• operating the platform in a safe and efficient manner; and</li> <li>• holding the current certificates in accordance with statutory requirements</li> </ul> <p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p>	<p><b>MCE</b> means mobile crane employees in the mobile crane hiring industry</p> <p><b>mobile crane</b> means a crane having its own propulsion which includes tractor and crawler cranes</p> <p><b>mobile crane hire industry</b> means the service industry involving the hiring of mobile cranes, mobile elevated work platforms and like equipment and operating personnel to clients whose requirements include but are not limited to the provision and service of materials handling equipment, lifting and machinery movement equipment, earthmoving and construction plant hire and civil contracting, plant and mobile units for quarrying and mining projects, dig load and haul projects. Hiring can be on an hour by hour, day by day, or contract basis depending on the nature of the task.</p> <p><b>mobile crane operator</b> means the operator who is the link between the operation of the mobile crane and its motive power and who controls the apparatus inside the crane's cabin to regulate its movements i.e. 'luffing' (raising or lowering the jib or boom), 'slewing' (turning the crane on its axis) and/or 'hoisting' (raising or lowering) the hook. A crane operator must hold the current certificates in accordance with statutory requirements.</p> <p><b>mobile elevated work platform</b> means a vehicle mounted unit with a telescoping device, hinged device, or articulated device or any combination of these used to support a platform on which personnel, equipment, or materials may be elevated to perform work</p> <p><b>mobile elevating work platform operator</b> means an employee required to perform, alone or as part of a crew, tasks including:</p> <ul style="list-style-type: none"> <li>• driving/relocating the platform between work locations;</li> <li>• setting up the platform;</li> <li>• operating the platform in a safe and efficient manner; and</li> <li>• holding the current certificates in accordance with statutory requirements</li> </ul> <p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p>
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<p><b>on-hire</b> 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</p> <p><b>rigger</b> means a worker who in addition to the work of a dogger, is directly in charge of the initial work of setting up the crane and who ensures that all rigging work is carried out in a safe and efficient manner in accordance with statutory requirements. A rigger must hold the current certificates in accordance with statutory requirements.</p> <p><b>standard rate</b> means 1/38th of the minimum weekly wage for a mobile crane employee (MCE) level 1 in clause 13—Wage rates</p> <p><b>time and a half</b> means ordinary time plus 50%</p> <p><b>transitional minimum wage instrument</b> has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</p>	<p><b>ordinary hourly rate</b> means the hourly rate for an employee's classification specified in clause 16.1, plus the industry allowance</p> <p><b>on-hire</b> 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</p> <p><b>rigger</b> means a worker who in addition to the work of a dogger, is directly in charge of the initial work of setting up the crane and who ensures that all rigging work is carried out in a safe and efficient manner in accordance with statutory requirements. A rigger must hold the current certificates in accordance with statutory requirements.</p> <p><i>Definition for time and a half deleted, term no longer used in the award</i></p> <p><b>standard rate</b> means the minimum hourly rate for a mobile crane employee (MCE) level 1 in clause 16.1</p> <p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to clause 3— The National Employment Standards and this Award</i></p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This award covers employers throughout Australia engaged in the <b>mobile crane hire industry</b> and their employees in the classifications within Schedule B—Classification Structure to the exclusion of any other modern award.</p> <p><b>4.2</b> The award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.3</b> The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.4</b> 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 <i>Fair Work (Transitional</i></p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia engaged in the <b>mobile crane hire industry</b> and their employees in the classifications within Schedule A—Classification Structure to the exclusion of any other modern award.</p> <p><b>4.2</b> <b>Mobile crane hire industry</b> means the service industry involving the hiring of mobile cranes, mobile elevated work platforms and like equipment and operating personnel to clients whose requirements include but are not limited to the provision and service of materials handling equipment, lifting and machinery movement equipment, earthmoving and construction plant hire and civil contracting, plant and mobile units for quarrying and mining projects, dig load and haul projects. Hiring can be on an hour by hour, day by day, or contract basis depending on the nature of the task.</p>

<p><i>Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.</i></p> <p><b>4.5</b> 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.</p> <p><b>4.6</b> This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those 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.</p> <p><b>4.7</b> The award does not cover clerical and administrative occupations.</p> <p><b>4.8</b> The award does not cover an employer bound by:</p> <ul style="list-style-type: none"> <li>• the <i>Manufacturing and Associated Industries and Occupations Award 2010</i>; or</li> <li>• the <i>Building and Construction General On-site Award 2010</i>.</li> </ul> <p><b>4.9</b> 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.</p> <p><b>4.10</b> For the purpose of clause 4.1, <b>mobile crane hire industry</b> means the service industry involving the hiring of mobile cranes, mobile elevated work platforms and like equipment and operating personnel to clients whose requirements include but are not limited to the provision and service of materials handling equipment, lifting and machinery movement equipment, earthmoving and construction plant hire and civil contracting, plant and mobile units for quarrying and mining projects, dig load and haul projects. Hiring can be on an hour by hour, day by day, or contract basis depending on the nature of the task.</p> <p>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.</p>	<p><b>4.3</b> This award does not cover:</p> <ul style="list-style-type: none"> <li>(a) clerical and administrative occupations; or</li> <li>(b) an employer bound by: <ul style="list-style-type: none"> <li>(i) the <i>Manufacturing and Associated Industries and Occupations Award 2016</i>; or</li> <li>(ii) the <i>Building and Construction General On-site Award 2016</i>.</li> </ul> </li> </ul> <p><b>4.4</b> 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.</p> <p><b>4.5</b> This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those 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.</p> <p><b>4.6</b> This award does not cover:</p> <ul style="list-style-type: none"> <li>(a) an employee excluded from award coverage by the Act.</li> <li>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth))</i>, or employers in relation to those employees.</li> <li>(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth))</i>, or employers in relation to those employees.</li> </ul> <p><b>4.7</b> 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.</p> <p>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.</p>
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<p><b>5. Access to the award and the National Employment Standards</b></p> <p>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.</p> <p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award combine to contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>...</p> <p><b>3.3</b> The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>																					
<p><b>7. Award flexibility</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>6. Award flexibility for individual arrangements</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>																					
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>																					
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>7. Facilitative provisions for flexible working practices</b></p> <p><b>7.1</b> A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p><b>7.2</b> Facilitative provisions in this award are contained in the following clauses:</p> <table><tr><th>Clause</th><th>Provision</th><th>Agreement between an employer and:</th></tr><tr><td>9.7(g)</td><td>Casual conversion to full time employment</td><td>The majority of employees</td></tr><tr><td>13.3</td><td>Method for arranging rostered days off</td><td>Individual employee</td></tr><tr><td>13.4</td><td>Substitution of industry rostered day off</td><td>The majority of employees</td></tr><tr><td>14</td><td>Make-up time</td><td>The majority of employees</td></tr><tr><td>21.11</td><td>Time off instead of payment for overtime</td><td>The majority of employees</td></tr><tr><td>26.1(b)</td><td>Substitution of public holidays</td><td>The majority of employees</td></tr></table>	Clause	Provision	Agreement between an employer and:	9.7(g)	Casual conversion to full time employment	The majority of employees	13.3	Method for arranging rostered days off	Individual employee	13.4	Substitution of industry rostered day off	The majority of employees	14	Make-up time	The majority of employees	21.11	Time off instead of payment for overtime	The majority of employees	26.1(b)	Substitution of public holidays	The majority of employees
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<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b></p> <p><i>Provision not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>28. Consultation about major workplace change</b></p> <p><b>29. Consultation about changes to rosters or hours of work</b></p> <p><i>Provision not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>
<p><b>9. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>30. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>10. Types of employment</b></p> <p><b>10.1</b> Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> <li>• full-time weekly hire employees; or</li> <li>• casual employees.</li> </ul> <p><b>10.2</b> At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time weekly hire or casual employee.</p>	<p><b>8. Types of employment</b></p> <p><b>8.1</b> Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> <li>(a) full-time weekly hire employees; or</li> <li>(b) casual employees.</li> </ul> <p><b>8.2</b> At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be a full-time weekly hire or casual employee.</p>
<p><b>10.3 Casual employment</b></p> <p>(a) A casual employee is one engaged and paid in accordance with the provisions of this clause. A casual employee will be entitled to all of the applicable rates and conditions of employment prescribed by this award except annual leave, paid personal leave, paid parental leave, paid community service leave, public holidays, notice of termination and redundancy.</p> <p>(b) 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</p>	<p><b>9. Casual employment</b></p> <p><b>9.1</b> A casual employee is engaged and paid in accordance with the provisions of this clause.</p> <p><b>9.2</b> A casual employee will be entitled to all of the applicable rates and conditions of employment prescribed by this award except annual leave, paid personal leave, paid parental leave, paid community service leave, public holidays, notice of termination and redundancy.</p> <p><b>9.3</b> 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:</p>

<p>hours to be worked, and the relevant rate of pay.</p> <p>(c) In addition to the rate appropriate for the type of work, a casual employee must be paid an additional 25% of the hourly rate.</p> <p>(d) A casual employee required to work overtime, or on a Saturday, or on a Sunday, or on a public holiday, will be entitled to the relevant penalty rates prescribed by clause 24—Overtime provided that:</p> <p>(i) where the relevant penalty is time and a half, the employee will be paid 175% of the hourly rate for the employee's classification;</p> <p>(ii) where the relevant penalty rate is double time, the employee will be paid 225% of the hourly rate for the employee's classification; and</p> <p>(iii) where the relevant penalty rate is double time and a half, the employee will be paid 275% of the hourly rate for the employee's classification.</p> <p>(e) Casual employees will be engaged for a minimum period of four hours per day.</p>	<p>(a) by whom the employee is employed;</p> <p>(b) the job to be performed;</p> <p>(c) the classification level;</p> <p>(d) the actual or likely number of hours to be worked; and</p> <p>(e) the relevant rate of pay.</p> <p>9.4 In addition to the rate appropriate for the type of work, a casual employee must be paid a <b>25%</b> loading of the ordinary hourly rate.</p> <p>9.5 A casual employee required to work overtime, or on a Saturday, or on a Sunday, or on a public holiday, will be entitled to the relevant penalty rates prescribed by clause 21—Overtime, in addition to the <b>25%</b> casual loading as follows:</p> <table border="1" data-bbox="1223 687 2074 1034"> <tr> <th>Relevant penalty for full-time &amp; part-time employees</th><th>Rate for casual employee (inclusive of 25% casual loading)</th></tr> <tr> <th colspan="2">% of ordinary hourly rate</th></tr> <tr> <td>150</td><td>175</td></tr> <tr> <td>200</td><td>225</td></tr> <tr> <td>250</td><td>275</td></tr> </table> <p>9.6 Casual employees will be engaged for a minimum period of four hours per day.</p>	Relevant penalty for full-time & part-time employees	Rate for casual employee (inclusive of 25% casual loading)	% of ordinary hourly rate		150	175	200	225	250	275
Relevant penalty for full-time & part-time employees	Rate for casual employee (inclusive of 25% casual loading)										
% of ordinary hourly rate											
150	175										
200	225										
250	275										
<p><b>10.4 Casual conversion to full-time employment</b></p> <p>(a) A casual employee, other than an <b>irregular casual employee</b>, 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 weekly hire employment if the employment is to continue beyond the conversion process.</p> <p>(b) Every employer of such an employee must give the employee</p>	<p><b>9.7 Casual conversion to full-time employment</b></p> <p>(a) A casual employee, other than an <b>irregular casual employee</b>, 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 weekly hire employment if the employment is to continue beyond the conversion process.</p> <p>(b) Every employer of such an employee must give the employee notice</p>										

<p>notice in writing of the provisions of clause 10.4(a) within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 10.4(a) if the employer fails to comply with this subclause.</p> <p>(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 weekly hire employment is deemed to have elected against any such conversion.</p> <p>(d) Any casual employee who has a right to elect under clause 10.4(a), on receiving notice under clause 10.4(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 weekly hire employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.</p> <p>(e) Once a casual employee has elected to become and been converted to full-time weekly hire employment, the employee may only revert to casual employment by written agreement with the employer.</p> <p>(f) Where, in accordance with clause 10.4(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.</p> <p>(g) 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 10.4(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 10.4(a).</p> <p>(h) For the purposes of clause 10.4(a), an <b>irregular casual employee</b> is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.</p> <p>(i) An employee must not be engaged and re-engaged to avoid any</p>	<p>in writing of the provisions of clause 9.7(a) within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 9.7(a) if the employer fails to comply with this subclause.</p> <p>(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 weekly hire employment is deemed to have elected against any such conversion.</p> <p>(d) Any casual employee who has a right to elect under clause 9.7(a), on receiving notice under clause 9.7(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 weekly hire employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.</p> <p>(e) Once a casual employee has elected to become and been converted to full-time weekly hire employment, the employee may only revert to casual employment by written agreement with the employer.</p> <p>(f) Where, in accordance with clause 9.7(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.</p> <p>(g) 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 9.7(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 9.7(a).</p> <p>(h) For the purposes of clause 9.7(a), an <b>irregular casual employee</b> is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.</p> <p>(i) An employee must not be engaged and re-engaged to avoid any</p>
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obligation under this award.	obligation under this award.
<p><b>10.5 Loss of validation of licences/certificates</b></p> <p>(a) Employees will notify the employer in the event of cancellation or suspension of licences and/or certificates required in the performance of their duties.</p> <p>(b) Should either a licence or certificate held by an employee be cancelled or suspended and the employee has notified the employer in accordance with clause 10.5(a), all possible alternate employment options will be examined and where practicable provided by the employer.</p>	<p><b>10. Loss of validation of licences/certificates</b></p> <p><b>10.1</b> An employee will notify the employer in the event of cancellation or suspension of licences and/or certificates required in the performance of their duties.</p> <p><b>10.2</b> Should either a licence or certificate held by an employee be cancelled or suspended and the employee has notified the employer in accordance with clause 10.1, all possible alternate employment options will be examined and where practicable provided by the employer.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p><b>11. Classifications</b></p> <p>A description of the classifications under this award is set out in Schedule A—Classification Structure.</p>
<p><b>11. Termination of employment</b></p> <p><i>Provision not reproduced - no change</i></p> <p>...</p> <p><b>11.3 Job search entitlement</b></p> <p><i>Provision not reproduced - standard clause - no change other than numbering and change to clause titles</i></p>	<p><b>Part 8—Termination of Employment and Redundancy</b></p> <p><b>31. Termination of employment</b></p> <p><i>Provision not reproduced - no change</i></p> <p><b>32. Job search entitlement for notice of termination of employment</b></p> <p><i>Provision not reproduced - standard clause - no change other than numbering and change to clause titles</i></p>
<p><b>12. Industry specific redundancy scheme</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>33. Industry specific redundancy scheme</b></p> <p><i>Provision not reproduced - no change</i></p>

**Part 4—Classifications and Minimum Wage Rates****13. Wage rates**

**13.1** The minimum weekly rate of pay to employees in the mobile crane hiring industry will total the following weekly base rates of pay and the industry allowance set out in clause 13.2 for each classification level as described in Schedule B—Classification Structure.

<b>Level Mobile Crane Employee (MCE)</b>	<b>Minimum weekly wage \$</b>	<b>Minimum hourly wage \$</b>
Level 1 (MCE1)	764.90	20.13
Level 2 (MCE2)	788.80	20.76
Level 3 (MCE3)	812.80	21.39
Level 4 (MCE4)	834.60	21.96
Level 5 (MCE5)	876.90	23.08
Level 6 (MCE6)	894.80	23.55
Level 7 (MCE7)	918.80	24.18

**13.2** All employees will paid an all-purpose industry allowance per week of 216.6% of the standard rate in addition to the minimum classification rates set out in clause 13.

**14. Allowances****14.1 Adjustment of monetary allowances**

- (a) This award contains wage-related allowances and expense-related (or reimbursement) allowances.
- (b) All wage-related allowances are expressed as a percentage of the standard rate and will be re-calculated at the time of any change in the standard rate.

**Part 4—Wages and Allowances****16. Minimum wages**

**16.1** The minimum rates of pay to employees in the mobile crane hiring industry will total the following minimum rates of pay and the industry allowance set out in clause 16.2 for each classification level as described in Schedule A.

<b>Level Mobile Crane Employee (MCE)</b>	<b>Minimum weekly rate \$</b>	<b>Minimum hourly rate \$</b>
Level 1 (MCE1)	764.90	20.13
Level 2 (MCE2)	788.80	20.76
Level 3 (MCE3)	812.80	21.39
Level 4 (MCE4)	834.60	21.96
Level 5 (MCE5)	876.90	23.08
Level 6 (MCE6)	894.80	23.55
Level 7 (MCE7)	918.80	24.18

**16.2** All employees will paid an all purpose industry allowance of **\$43.60** per week in addition to the minimum classification rates set out in clause 16.1.

**17. Allowances**

**17.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

**C.3 Adjustment of monetary allowances**

**C.3.1** This award contains wage-related allowances and expense-related (or reimbursement) allowances.

(c) At the time of each adjustment to 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.

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

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Protective clothing	Eight capital cities weighted average
Meal allowance	Meals out and take away foods sub-group
Overnight allowance	Domestic holiday travel and accommodation sub-group
Fares and travel	Transport group
Car allowance	Private motoring sub-group

**C.3.2** All wage-related allowances are expressed as a percentage of the standard rate and will be re-calculated at the time of any change in the standard rate.

**C.3.3** At the time of each adjustment to 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.

**C.3.4** The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Protective clothing	All groups
Meal allowance	Meals out and take away foods sub-group
Overnight allowance	Domestic holiday travel and accommodation sub-group
Fares and travel	Transport group
Car allowance	Private motoring sub-group

## **14.2 Wage-related allowances**

### **(a) Multi crane lift allowance**

Where more than one crane is engaged on any single lift the following additional payments will be made:

- (i) where two cranes are engaged the drivers thereof will be paid at the rate of 16.1% of the standard rate per day for each day so occupied;
- (ii) where three cranes are engaged the drivers thereof will be paid at the rate of 31.9% of the standard rate per day for each day so occupied;
- (iii) where four cranes are engaged the drivers thereof will be paid at the rate of 47.7% of the standard rate per day for each day so occupied; or
- (iv) where more than four cranes are engaged the drivers will be paid at the rate of 63.8% of the standard rate per day for each day so occupied.

## **17.2 Wage-related allowances**

### **(a) All purpose allowances**

Allowances paid for all purpose are included in the rate of pay of an employee who is entitled to the allowance when calculating any penalties or loadings or payments while they are on annual leave. The industry allowance in clause 16.2 is paid for all purposes under this award.

### **(b) Multi crane lift allowance**

Where more than one crane is engaged on any single lift the following additional payments will be made to the drivers:

<b>Number of cranes</b>	<b>\$ per day</b>
Two cranes	3.24
Three cranes	6.42
Four cranes	9.60
More than four cranes	12.84

<p><b>(b) Pile driving allowance</b></p> <p>An employee performing pile driving or extraction will receive 78.1% of the standard rate per day or part thereof.</p>	<p><b>(c) Pile driving allowance</b></p> <p>An employee performing pile driving or extraction will receive <b>\$15.72</b> per day or part thereof.</p>
<p><b>14.3 Expense-related allowances</b></p> <p><b>(a) Protective clothing</b></p> <p><b>(i)</b> Where an employee is required to work in a place where in the absence of protective clothing or footwear, the employees' clothing or footwear will become wet, the employee will provide such waterproof clothing, safety helmet and footwear, as necessary, and be reimbursed by the employer for the cost of such clothing and protective equipment. Alternatively the employer may provide such clothing and protective equipment.</p> <p><b>(ii)</b> The purchase of safety footwear will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion that an employee obtains safety footwear, the employer will subsidise the cost of such footwear to an amount of \$62.27.</p> <p><b>(iii)</b> The employee will purchase the approved type safety footwear and will present the receipt in order to obtain the subsidy.</p> <p><b>(iv)</b> All employees will be eligible for the subsidy after one month qualifying service with the employer.</p> <p><b>(v)</b> The purchase of a Tasmanian Bluey Jacket will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion the employer will subsidise the cost of such jacket to an amount of \$62.27.</p>	<p><b>17.3 Expense related allowances</b></p> <p><b>(a) Protective clothing and equipment</b></p> <p><b>(i)</b> Where an employee is required to work in a place where in the absence of protective clothing or footwear, the employees' clothing or footwear will become wet, the employee will provide waterproof clothing, safety helmet and footwear, as necessary, and be reimbursed by the employer for the cost of the clothing and protective equipment. Alternatively the employer may provide the clothing and protective equipment.</p> <p><b>(ii)</b> The purchase of safety footwear will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion that an employee obtains safety footwear, the employer will subsidise the cost of such footwear to an amount of <b>\$62.27</b>.</p> <p><b>(iii)</b> The employee will purchase the approved type safety footwear and will present the receipt in order to obtain the subsidy.</p> <p><b>(iv)</b> All employees will be eligible for the subsidy after one month qualifying service with the employer.</p> <p><b>(v)</b> The purchase of a Tasmanian Bluey Jacket will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion the employer will subsidise the cost of such jacket to an amount of <b>\$62.27</b>.</p>
<p><b>(b) Damage to clothing</b></p> <p>After one month's service with the employer, compensation to the extent of any damage sustained to personal clothing will be made where, during the course of the work, clothing is damaged.</p>	<p><b>(b) Damage to clothing</b></p> <p>After one month's service with the employer, compensation to the extent of any damage sustained to personal clothing will be made where, during the course of the work, clothing is damaged.</p>



<p><b>(c) Fares and travel allowance</b></p> <p><b>(i)</b> \$17.43 per day will be paid to compensate for travel patterns and costs peculiar to the nature of employment in the mobile crane hiring industry i.e. paid only once per day.</p>	<p><b>(c) Fares and travel allowance</b></p> <p><b>(i)</b> <b>\$17.43</b> per day will be paid to compensate for travel patterns and costs peculiar to the nature of employment in the mobile crane hiring industry i.e. paid only once per day.</p>
<p><b>(ii)</b> Provided that in NSW an additional amount of \$6.90 per day (non-adjustable) will be paid. This additional allowance ceases to apply on 31 December 2014.</p>	<p><i>Clause obsolete, removed</i></p>
<p><b>(iii)</b> This allowance will be payable for every day upon which an employee works or reports for work in accordance with the employer's requirements but will not be taken into account in calculating overtime, penalty rates, annual leave, sick leave or rostered days off.</p> <p><b>(iv)</b> An employee directed to a work site where there is no reasonable means of transport available on cessation of work will be reimbursed the cost of, or be supplied with, transport by the employer to return to the depot or point where work was commenced. Provided that this provision will apply only on the first day of engagement on any work site.</p>	<p><b>(ii)</b> This allowance will be payable for every day upon which an employee works or reports for work in accordance with the employer's requirements but will not be taken into account in calculating overtime, penalty rates, annual leave, sick leave or rostered days off.</p> <p><b>(iii)</b> An employee directed to a work site where there is no reasonable means of transport available on cessation of work will be reimbursed the cost of, or be supplied with, transport by the employer to return to the depot or point where work was commenced.</p> <p><b>(iv)</b> Clause 17.3(c)(iii) will apply only on the first day of engagement on any work site.</p>
<p><b>(d) Car allowance</b></p> <p><b>(i)</b> An employee directed by an employer to use a private vehicle during working time will be paid \$0.78 per kilometre measured to and from respective sites, in addition to payment for the time travelling at the appropriate ordinary time or overtime rate.</p> <p><b>(ii)</b> Provided the time spent travelling from home to the initial work site and travelling from the final work site to home on any day will not be paid unless the employee travels beyond a radius of 50 kilometres from the employer's depot. An employee travelling beyond the 50 kilometre radius on any day will be paid travelling time at the appropriate rate for the time taken travelling to and from the site to the 50 kilometre radius line.</p>	<p><b>(d) Car allowance</b></p> <p><b>(i)</b> An employee directed by an employer to use a private vehicle during working time will be paid <b>\$0.78</b> per kilometre measured to and from respective sites, in addition to payment for the time travelling at the appropriate ordinary time or overtime rate.</p> <p><b>(ii)</b> The time spent travelling from home to the initial work site and travelling from the final work site to home on any day will not be paid unless the employee travels beyond a radius of 50 kilometres from the employer's depot.</p> <p><b>(iii)</b> An employee travelling beyond the 50 kilometre radius on any day will be paid travelling time at the appropriate rate for the time taken travelling to and from the site to the 50 kilometre radius line.</p>

<p><b>(e) Accommodation and overnight allowance</b></p> <p>Where an employee is required by the employer to be away from home overnight they will be reimbursed the cost of, or be provided with, first class accommodation, including full board, by the employer. In addition \$14.77 will be paid for each night the employee is required to be away from home.</p>	<p><b>(e) Accommodation and overnight allowance</b></p> <p><b>(i)</b> An employee who is required by the employer to be away from home overnight will be reimbursed the cost of, or be provided with, first class accommodation, including full board, by the employer.</p> <p><b>(ii)</b> In addition <b>\$14.77</b> will be paid for each night the employee is required to be away from home.</p>
<p><i>Clause inserted – proposed new clause</i></p>	<p><b>(f) Meal allowance</b></p> <p>An employee will be paid a meal allowance in accordance with clauses 15.2(d), (e) and (f)</p>
<p><b>14.4 District allowances</b></p>	<p><i>Clause obsolete – removed</i></p>
<p><b>14.5 Accident pay</b></p> <p><b>(a)</b> This clause commences on 15 October 2015.</p> <p><b>(b)</b> The employer must pay an employee accident pay.</p>	<p><b>18. Accident pay</b></p> <p><b>18.1</b> This clause commences on 15 October 2015.</p> <p><b>18.2</b> The employer must pay an employee accident pay.</p>
<p><i>Repeats definition in clause 2 of exposure draft.</i></p>	<p><b>18.3 Definitions</b></p> <p><b>(a) Accident pay</b> 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 minimum weekly rate (including industry allowance) prescribed by clause 16.1. 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 employee's minimum weekly rate (including industry allowance) for that period. The minimum weekly rate does not include:</p> <ul style="list-style-type: none"> <li><b>(i)</b> overaward payments;</li> <li><b>(ii)</b> shift loadings;</li> <li><b>(iii)</b> overtime;</li> <li><b>(iv)</b> attendance payments;</li> <li><b>(v)</b> bonus payments;</li> <li><b>(vi)</b> fares and travelling allowance;</li> <li><b>(vii)</b> site allowance; or</li> <li><b>(viii)</b> other such rates.</li> </ul>

	<p><b>(b)</b> Injury, for the purposes of clause 18–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.</p>
<p><b>(c)</b> 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 52 weeks in respect to the employee’s incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.</p> <p><b>(d)</b> The termination of the employee’s employment whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with clause 14.5(c). Such payment shall continue to apply except where the termination is due to serious and/or wilful misconduct. To qualify for the continuation of accident pay on termination, an employee shall if required provide evidence to the employer of the continuation of weekly compensation payments.</p> <p><b>(e)</b> 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.</p> <p><b>(f)</b> 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.</p> <p><b>(g)</b> 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, overtime, attendance payments, bonus payments, fares and travelling allowance, site allowance, or other such rates.</p> <p><b>(h)</b> Accident pay will not apply in respect of any injury during the first five ordinary working days of incapacity.</p>	<p><b>18.4</b> 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 52 weeks in respect to the employee’s incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.</p> <p><b>18.5</b> The termination of the employee’s employment whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with clause 18.4. Such payment shall continue to apply except where the termination is due to serious and/or wilful misconduct. To qualify for the continuation of accident pay on termination, an employee shall if required provide evidence to the employer of the continuation of weekly compensation payments.</p> <p><b>18.6</b> 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.</p> <p><b>18.7</b> 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.</p> <p><b>18.8</b> For a casual employee the weekly payment as defined in clause 18.3 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, overtime, attendance payments, bonus payments, fares and travelling allowance, site allowance, or other such rates.</p> <p><b>18.9</b> Accident pay will not apply in respect of any injury during the first five ordinary working days of incapacity.</p>

<p>(i) Accident pay will not apply to any incapacity occurring during the first three weeks of employment unless such incapacity extends beyond the first three weeks. In this situation accident pay will apply only to the period of incapacity after the first three weeks. Provided that industrial diseases contracted by gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to accident pay unless the employee has been employed at the time of the incapacity for a minimum period of one month.</p> <p>(j) An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit the entitlement to accident pay provided by this clause.</p> <p>(k) 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.</p> <p>(l) 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.</p> <p>(m) An employee shall not be entitled to accident pay in respect of any period of other paid leave.</p> <p>(n) An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence; provided that such notice may be given by a representative of the employee.</p> <p>(o) In order to receive accident pay, an employee shall conform to the requirements of the applicable workers' compensation legislation as to medical examination. Where, in accordance with the applicable workers' compensation legislation, a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work, or specifies work for which the employee is fit, and such work is made available by the employer</p>	<p><b>18.10</b> Accident pay will not apply to any incapacity occurring during the first three weeks of employment unless such incapacity extends beyond the first three weeks. In this situation accident pay will apply only to the period of incapacity after the first three weeks. Provided that industrial diseases contracted by gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to accident pay unless the employee has been employed at the time of the incapacity for a minimum period of one month.</p> <p><b>18.11</b> An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit the entitlement to accident pay provided by this clause.</p> <p><b>18.12</b> 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.</p> <p><b>18.13</b> 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.</p> <p><b>18.14</b> An employee shall not be entitled to accident pay in respect of any period of other paid leave.</p> <p><b>18.15</b> An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence; provided that such notice may be given by a representative of the employee.</p> <p><b>18.16</b> In order to receive accident pay, an employee shall conform to the requirements of the applicable workers' compensation legislation as to medical examination. Where, in accordance with the applicable workers' compensation legislation, a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work, or specifies work for which the employee is fit, and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to</p>
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<p>and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.</p>	<p>commence the work.</p>
<p><b>(p) Civil damages claim</b></p> <p><b>(i)</b> An employee receiving or who has received accident pay shall advise the employer of any action the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provided an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict of settlement on that injury.</p> <p><b>(ii)</b> Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.</p> <p><b>(iii)</b> Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.</p>	<p><b>18.17 Civil damages claim</b></p> <p><b>(a)</b> An employee receiving or who has received accident pay shall advise the employer of any action the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provided an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict of settlement on that injury.</p> <p><b>(b)</b> Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.</p> <p><b>(c)</b> Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.</p>
<p><b>(q)</b> Nothing in this award shall require an employer to insure against liability for accident pay.</p> <p><b>(r)</b> Any changes in compensation rates under the applicable workers' compensation legislation shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.</p>	<p><b>18.18</b> Nothing in this award shall require an employer to insure against liability for accident pay.</p> <p><b>18.19</b> Any changes in compensation rates under the applicable workers' compensation legislation shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.</p>

<p>(s) All rights to accident pay shall cease on the death of an employee.</p> <p>(t) In the event of any dispute arising as to the entitlement of an employee to payment of accident pay, the matter shall be dealt with by clause 9—Dispute resolution.</p>	<p><b>18.20</b> All rights to accident pay shall cease on the death of an employee.</p> <p><b>18.21</b> In the event of any dispute arising as to the entitlement of an employee to payment of accident pay, the matter shall be dealt with by clause 30—Dispute resolution.</p>
<p><b>14.6 Transitional airfares provision in respect of employees in the Territory of Christmas Island</b></p> <p>(a) An employee domiciled in the Territory of Christmas Island is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months' continuous service.</p> <p>(b) The airfare payable is the equivalent of a return economy airfare from Christmas Island to Perth.</p> <p>(c) Clause 14.6 ceases to operate on 31 December 2014</p>	<p><i>Clause obsolete – removed</i></p>
<p><b>15. National training wage</b></p> <p>See Schedule C</p>	<p><b>16.6 National training wage</b></p> <p>For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>
<p><b>16. Supported wage system</b></p> <p>See Schedule D</p>	<p><b>16.5 Supported wage system</b></p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.</p>
<p><b>17. Higher duties</b></p> <p>Where an employee on any day performs work in a classification attracting a higher rate of pay then such higher rate of pay will apply for the whole day.</p>	<p><b>16.3 Higher duties</b></p> <p>Where an employee on any day performs work in a classification attracting a higher rate of pay then the higher rate of pay will apply for the whole day.</p>
<p><b>18. Inclement weather</b></p> <p><b>18.1</b> Employees will not be entitled to payment for time lost due to inclement weather unless work has ceased by agreement with the employer provided that employees will not be required to work in unsafe conditions.</p> <p><b>18.2</b> Subject to clause 18.1, employees unable to work at a site due to</p>	<p><b>19. Inclement weather</b></p> <p><b>19.1</b> Employees will not be entitled to payment for time lost due to inclement weather unless work has ceased by agreement with the employer provided that employees will not be required to work in unsafe conditions.</p> <p><b>19.2</b> Subject to clause 19.1, employees unable to work at a site due to inclement</p>

<p>inclement weather may be required to:</p> <ul style="list-style-type: none"> <li>• remain on site; or</li> <li>• transfer the crane to an alternative site; or</li> <li>• return to the depot;</li> </ul> <p>until such inclement weather ceases or abates to allow safe work to continue.</p> <p><b>18.3</b> Where cranes are left on site for five working days or more and employees are deemed to be part of the site, the procedures on the site will apply. A crane will not be removed from a site if it is unsafe to do so as a result of weather conditions.</p> <p><b>18.4 Definitions</b></p> <ul style="list-style-type: none"> <li>• <b>Inclement weather</b> means the existence of abnormal climatic conditions (i.e. rain, hail, snow, high winds, cold, extreme high temperature of the like or any combination thereof) by virtue of which it is not reasonable or safe to continue working whilst the same prevail</li> <li>• <b>Employer</b> means owner, manager or recognised agent of the owner or manager of the company</li> <li>• <b>Site procedures</b> relate only to this inclement weather clause</li> </ul>	<p>weather may be required to:</p> <ul style="list-style-type: none"> <li>(a) remain on site; or</li> <li>(b) transfer the crane to an alternative site; or</li> <li>(c) return to the depot;</li> </ul> <p>until such inclement weather ceases or abates to allow safe work to continue.</p> <p><b>19.3</b> Where cranes are left on site for five working days or more and employees are deemed to be part of the site, the procedures on the site will apply. A crane will not be removed from a site if it is unsafe to do so as a result of weather conditions.</p> <p><b>19.4 Definitions</b></p> <ul style="list-style-type: none"> <li>(a) <b>Inclement weather</b> means the existence of abnormal climatic conditions (i.e. rain, hail, snow, high winds, cold, extreme high temperature of the like or any combination thereof) which mean it is not reasonable or safe to continue working whilst these conditions remain</li> <li>(b) <b>Employer</b> means owner, manager or recognised agent of the owner or manager of the company</li> <li>(c) <b>Site procedures</b> relate only to this inclement weather clause</li> </ul>
<p><b>19. Payment of wages</b></p> <p><b>19.1 Methods of payment</b></p> <p>Wages will be paid in cash, cheque or direct transfer into the employee's bank (or other recognised financial institution) account either weekly or fortnightly.</p> <p><b>19.2 Wages to be paid during working hours</b></p> <ul style="list-style-type: none"> <li>(a) Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.</li> <li>(b) If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept</li> </ul>	<p><b>16.4 Payment of wages</b></p> <ul style="list-style-type: none"> <li>(a) <b>Methods of payment</b></li> </ul> <p>Wages will be paid in cash, cheque or direct transfer into the employee's bank (or other recognised financial institution) account either weekly or fortnightly.</p> <ul style="list-style-type: none"> <li>(b) <b>Wages to be paid during working hours</b> <ul style="list-style-type: none"> <li>(i) Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.</li> <li>(ii) If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for finishing work, the employee is to be paid at overtime rates for the period they</li> </ul> </li> </ul>

<p>waiting.</p> <p><b>19.3 Payment by cheque</b></p> <p>In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the encashment of the cheque.</p> <p><b>19.4 Day off coinciding with pay day</b></p> <p>(a) In the event that an employee, by virtue of the arrangement of ordinary working hours, is to take a day off on a day which coincides with pay day, such employee will be paid no later than the working day immediately following pay day.</p> <p>(b) Provided that where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p> <p><b>19.5 Termination of employment</b></p> <p>Upon termination of employment, wages due will be paid on the day of such termination or forwarded by electronic transfer or post on the next working day.</p> <p><b>19.6 Casual employees</b></p> <p>Where a casual employee is engaged for a work period which includes the designated pay day, wages will be paid in accordance with such arrangements. This will not affect the employee's status as a casual. If a casual is engaged on a daily basis, then the payment will be made on a daily basis unless otherwise mutually agreed.</p>	<p>are kept waiting.</p> <p><b>(c) Payment by cheque</b></p> <p>In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the employee to cash their cheque.</p> <p><b>(d) Day off coinciding with pay day</b></p> <p>(i) In the event that an employee, by virtue of the arrangement of ordinary working hours, is to take a day off on a day which coincides with pay day, the employee will be paid no later than the working day immediately following pay day.</p> <p>(ii) Where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p> <p><b>(e) Termination of employment</b></p> <p>Upon termination of employment, wages due will be paid on the day of such termination or forwarded by electronic transfer or post on the next working day.</p> <p><b>(f) Casual employees</b></p> <p>Where a casual employee is engaged for a work period which includes the designated pay day, wages will be paid in accordance with such arrangements. This will not affect the employee's status as a casual. If a casual is engaged on a daily basis, then the payment will be made on a daily basis unless otherwise mutually agreed.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p><b>20. Superannuation</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>20. Superannuation</b></p> <p><i>Provision not reproduced - no change</i></p>



**Part 5—Hours of Work and Related Matters****21. Ordinary hours of work**

**21.1** The ordinary hours of work will be 38 per week, Monday to Friday, worked continuously at the discretion of the employer, between 6.00 am and 6.00 pm, except for meal breaks, arranged in accordance with clause 23—Breaks.

**21.2** The method of working the 38 hour week may be any one of the following:

- (a) by employees working less than eight ordinary hours each day; or
- (b) by employees working less than eight ordinary hours on one or more days each week; or
- (c) by fixing one week day on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

**21.3** A regular starting and finishing time will be fixed at each depot, which will not be changed, except after notice of at least a week. Provided that an employee/s starting time for a particular day may be altered to suit the business requirements of the employer by mutual agreement with the employee/s concerned.

**21.4** The ordinary hours of work prescribed herein will not exceed 10 hours on any day provided that any arrangement of ordinary working hours in excess of eight hours in any one day will be with the agreement of the majority of employees involved.

**21.5** An assessment should be made as to which method of implementation best suits the business and the proposal will be discussed with the employees concerned.

**21.6** Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the establishment concerned.

**Part 3—Hours of Work****12. Ordinary hours of work**

**12.1** The ordinary hours of work will be 38 per week, Monday to Friday, worked continuously at the discretion of the employer, between 6.00 am and 6.00 pm, except for meal breaks, arranged in accordance with clause 15—Breaks.

**12.2** The method of working the 38 hour week may be any one of the following:

- (a) by employees working less than eight ordinary hours each day; or
- (b) by employees working less than eight ordinary hours on one or more days each week; or
- (c) by fixing one week day on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

**12.3** A regular starting and finishing time will be fixed at each depot, which will not be changed, except after notice of at least a week.

**12.4** An employee/s starting time for a particular day may be altered to suit the business requirements of the employer by mutual agreement with the employee/s concerned.

**12.5** The ordinary hours of work prescribed will not exceed 10 hours on any day provided that any arrangement of ordinary working hours in excess of eight hours in any one day will be with the agreement of the majority of employees involved.

**12.6** An assessment should be made as to which method of implementation best suits the business and the proposal will be discussed with the employees concerned.

**12.7** Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the establishment concerned.

**21.7 Providing for rostered days off**

- (a) Where the hours of work are arranged in accordance with clause 21.2(c) and 21.2(d) the ordinary working hours will be worked in a 20 day 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 toward the 20th day which will be taken as a paid day off and known as a rostered day off.
- (b) An employee will be entitled to 13 rostered days off per year provided that the number of rostered days off will be reduced to the extent of any annual leave taken on the basis of one day for each four weeks of annual leave taken.
- (c) By mutual agreement between the employer and employee, rostered days off may be accumulated to a maximum of five days over a 20 week period. Accumulated rostered days off must be taken no later than the 14 day period commencing at the time of the fifth accumulated rostered day off of the 20 week cycle.
- (d) Where an employer and a majority of employees at an enterprise agree, another day may be substituted for the nominated industry rostered day off.
- (e) Where a majority of the employees request that their representative is to be consulted, consultation will take place at least five days prior to the alternate rostered day off being implemented.
- (f) Employees who agree to work on the rostered day off to satisfy the employer's business requirements will take an alternative rostered day off on a mutually convenient day prior to the next rostered day off. Where agreement cannot be reached it will be taken in conjunction with the next rostered day off.
- (g) Except in the case of an emergency circumstance no employee will be required to work on a rostered day off. Where an emergency circumstance does occur the employee will be paid an additional day's pay at ordinary rates for that week (that is 45 hours and 36 minutes pay for that week at the ordinary rate instead of 38 hours' pay) in addition to being given a substitute rostered day off. An emergency will mean where less than 24 hours notice of the requirement to work on the rostered day off has been given.

**13. Rostering arrangements**

- 13.1** Where the hours of work are arranged in accordance with clause 12.2(c) and 12.2(d) the ordinary working hours will be worked in a 20 day 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 toward the 20th day which will be taken as a paid day off and known as a **rostered day off**.
- 13.2** An employee will be entitled to 13 rostered days off per year provided that the number of rostered days off will be reduced to the extent of any annual leave taken on the basis of one day for each four weeks of annual leave taken.
- 13.3** By mutual agreement between the employer and employee, rostered days off may be accumulated to a maximum of five days over a 20 week period. Accumulated rostered days off must be taken no later than the 14 day period commencing at the time of the fifth accumulated rostered day off of the 20 week cycle.
- 13.4** Where an employer and a majority of employees at an enterprise agree, another day may be substituted for the nominated industry rostered day off.
- 13.5** Where a majority of the employees request that their representative is to be consulted, consultation will take place at least five days prior to the alternate rostered day off being implemented.
- 13.6** An employee who agrees to work on the rostered day off to satisfy the employer's business requirements will take an alternative rostered day off on a mutually convenient day prior to the next rostered day off. Where agreement cannot be reached it will be taken in conjunction with the next rostered day off.
- 13.7** Except in the case of an emergency circumstance no employee will be required to work on a rostered day off. Where an emergency circumstance does occur the employee will be paid an additional day's pay at ordinary rates for that week (that is 45 hours and 36 minutes pay for that week at the ordinary rate instead of 38 hours' pay) in addition to being given a substitute rostered day off. An emergency will mean where less than 24 hours' notice of the requirement to work on the rostered day off has been given.
- 13.8** In the case of termination an employee who has not worked a completed 19

<p><b>(h)</b> In the case of termination an employee who has not worked a completed 19 day four week cycle will receive pro rata accrued entitlements for each day worked in such cycle.</p>	<p>day four week cycle will receive pro rata accrued entitlements for each day worked in such cycle.</p>
<p><b>21.8 Make-up time</b></p> <p><b>(a)</b> Subject to a majority of employees at a workplace agreeing to introduce this provision an employee, other than an employee on shiftwork, may elect, with the consent of the employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.</p> <p><b>(b)</b> Subject to a majority of employees at a workplace agreeing to introduce this provision an employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.</p>	<p><b>14. Make-up time</b></p> <p><b>14.1</b> Subject to a majority of employees at a workplace agreeing to introduce this provision an employee, other than an employee on shiftwork, may elect, with the consent of the employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.</p> <p><b>14.2</b> Subject to a majority of employees at a workplace agreeing to introduce this provision an employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.</p>
<p><b>22. Shiftwork</b></p> <p><b>22.1</b> An employee may be required to work shiftwork.</p> <p><b>22.2</b> Except as otherwise provided for in this clause, shiftworkers will be paid 15% more than the ordinary rate for such shifts.</p> <p><b>22.3</b> Shiftworkers who work on any afternoon or night shift roster which does not continue for at least five successive afternoons or nights will be paid for each shift 50% for the first two hours, and 100% for the remaining hours, in addition to the ordinary rate.</p> <p><b>22.4</b> Where on a site at which the employee is engaged the shift premiums for the majority of employees are higher than those provided in clause 22.2, such employee will receive such higher shift premiums.</p> <p><b>22.5</b> Where an employee is engaged in shiftwork on a site where employees receive compensation by way of annual leave and annual leave loading or otherwise for working Saturday, holiday and/or Sunday shifts, such employee will be given similar compensation for working such shifts.</p> <p><b>22.6</b> All time worked on Saturdays will be paid at overtime rates.</p>	<p><b>22. Shiftwork</b></p> <p><b>22.1</b> An employee may be required to work shiftwork.</p> <p><b>22.2</b> Except as otherwise provided for in this clause, shiftworkers will be paid at <b>115%</b> of the ordinary hourly rate for such shifts.</p> <p><b>22.3</b> Shiftworkers who work on any afternoon or night shift roster which does not continue for at least five successive afternoons or nights will be paid for each shift:</p> <p><b>(a)</b> <b>150%</b> of the ordinary hourly rate for the first two hours, and</p> <p><b>(b)</b> <b>200%</b> of the ordinary hourly rate for the remaining hours</p> <p><b>22.4</b> Where on a site at which the employee is engaged the shift premiums for the majority of employees are higher than those provided in clause 22.2, the employee will receive such higher shift premiums.</p> <p><b>22.5</b> Where an employee is engaged in shiftwork on a site where employees receive compensation by way of annual leave and annual leave loading or otherwise for working Saturday, holiday and/or Sunday shifts, the</p>

<p><b>22.7</b> All time worked on Sundays will be paid at the rate of double time.</p> <p><b>22.8</b> All time worked on holidays will be paid at the rate of double time and a half.</p> <p><b>22.9</b> All work outside the ordinary hours of shiftwork will be paid at the rate of double time.</p> <p><b>22.10</b> A day worker required to work shiftwork will receive one week's notice or payment of penalty rates.</p>	<p>employee will be given similar compensation for working such shifts.</p> <p><b>22.6</b> All time worked on Saturdays will be paid at the following overtime rates:</p> <p>(a) for the first two hours—<b>150%</b> of the ordinary hourly rate;</p> <p>(b) after two hours—<b>200%</b> of the ordinary hourly rate; and</p> <p>(c) for all time worked after 12 noon—<b>200%</b> of the ordinary hourly rate.</p> <p><b>22.7</b> All time worked on Sundays will be paid at <b>200%</b> of the ordinary hourly rate.</p> <p><b>22.8</b> All time worked on public holidays will be paid at <b>250%</b> of the ordinary hourly rate.</p> <p><b>22.9</b> All work outside the ordinary hours of shiftwork will be paid <b>200%</b> of the ordinary hourly rate.</p> <p><b>22.10</b> A day worker required to work shiftwork will receive one week's notice or payment of penalty rates.</p>
<p><b>22.11 Definitions:</b></p> <p>(a) <b>Day shift</b> means any shift starting at or after 6.00 am and before 10.00 am.</p> <p>(b) <b>Afternoon shift</b> means any shift starting at or after 10.00 am and before 8.00 pm.</p> <p>(c) <b>Night shift</b> means any shift starting at or after 8.00 pm and before 6.00 am.</p>	<p><b>22.11 Definitions:</b></p> <p>(a) <b>Day shift</b> means any shift starting at or after 6.00 am and before 10.00 am.</p> <p>(b) <b>Afternoon shift</b> means any shift starting at or after 10.00 am and before 8.00 pm.</p> <p>(c) <b>Night shift</b> means any shift starting at or after 8.00 pm and before 6.00 am.</p>
<p><b>23. Breaks</b></p> <p><b>23.1 Meal interval</b></p> <p>(a) A set meal interval will be established in each depot by mutual agreement between the employer and employees which may be altered by the employer by giving one week's notice. An employee will cease work for a meal interval of 30 minutes on all working days, except Saturday and Sunday, between the hours of 11.30 am and 1.00 pm, inclusive.</p>	<p><b>15. Breaks</b></p> <p><b>15.1 Meal break</b></p> <p>(a) A set meal break will be established in each depot by mutual agreement between the employer and employees which may be altered by the employer by giving one week's notice.</p> <p>(b) An employee will cease work for a meal break of 30 minutes on all working days, except Saturday and Sunday, between the hours of 11.30 am and 1.00 pm, inclusive.</p>

<p>(b) An employee may be required to change the meal break to suit the requirements of the employer or client, provided that an employee who has not completed the meal break after six hours from the normal starting time on any day to suit the requirements of the employer or the client will be paid at the overtime rates prescribed in clause 24—Overtime for the period from six hours after normal starting time until a meal break is allowed.</p>	<p>(c) An employee may be required to change the meal break to suit the requirements of the employer or client.</p> <p>(d) An employee who has not completed their meal break after six hours from the normal starting time on any day to suit the requirements of the employer or the client will be paid at the overtime rates prescribed in clause 21—Overtime for the period from six hours after normal starting time until a meal break is allowed.</p>
<p><b>23.2 Meal interval during overtime</b></p> <p>(a) If the period of overtime is more than 1.5 hours after working ordinary hours an employee, before starting such overtime, will be allowed a meal break of 20 minutes, which will be paid for at ordinary time.</p> <p>(b) If agreement is reached between the employer and employee for variation of this provision to meet the circumstances of work in hand, then the employer will not be required to make payment in excess of 20 minutes.</p> <p>(c) An employee working overtime will be allowed a meal break of 20 minutes for each four hours of overtime worked provided that the employee continues to work after such meal break.</p> <p>(d) An employee required to work overtime for more than 1.5 hours after working ordinary hours will either be supplied meals by the employer, or be paid \$14.27 for the first and subsequent meals.</p> <p>(e) An employee required to start work two or more hours prior to the normal commencement time will be paid \$14.27 meal allowance and be allowed a 20 minute meal break as soon as is practicable.</p> <p>(f) Such allowance will be payable in any event where an employee is required to start work at or prior to 5.00 am.</p> <p>(g) Where an employee is required to work overtime on a Saturday or Sunday the first prescribed meal break will be between 10.00 am and 1.00 pm and be paid at ordinary rates.</p>	<p><b>15.2 Meal break during overtime</b></p> <p>(a) If the period of overtime is more than 1.5 hours after working ordinary hours an employee, before starting such overtime, will be allowed a meal break of 20 minutes, which will be paid for at their ordinary hourly rate.</p> <p>(b) If agreement is reached between the employer and employee for variation of this provision to meet the circumstances of work in hand, then the employer will not be required to make payment in excess of 20 minutes.</p> <p>(c) An employee working overtime will be allowed a meal break of 20 minutes for each four hours of overtime worked provided that the employee continues to work after the meal break.</p> <p>(d) An employee required to work overtime for more than 1.5 hours after working ordinary hours will either be supplied meals by the employer, or be or be paid <b>\$14.27</b> for the first and subsequent meals.</p> <p>(e) An employee required to start work two or more hours prior to the normal commencement time will be will be paid <b>\$14.27</b> meal allowance and allowed a 20 minute meal break as soon as it practicable.</p> <p>(f) This allowance will be payable in any event where an employee is required to start work at or prior to 5.00 am.</p> <p>(g) Where an employee is required to work overtime on a Saturday or Sunday the first prescribed meal break will be between 10.00 am and 1.00 pm and be paid at ordinary rates.</p>

**24. Overtime**

**24.1** An employee may be required to work reasonable overtime and such overtime need not be limited to one job only. An employee may be notified to work such overtime prior to leaving the employer's premises or where the employee agrees, after having left the employer's premises.

**24.2** All time worked on weekdays outside the ordinary hours and on Saturdays will be paid at time and a half for the first two hours and double time thereafter. Provided that overtime worked after 12 noon on Saturday will be paid at double time.

**24.3** All time worked on a Sunday will be paid at double time.

**24.4** All time worked on a public holiday will be paid at double time and a half.

**24.5** An employee will be paid a minimum of four hours at the appropriate penalty rates for working overtime on a Saturday, Sunday or public holiday.

**24.6** An employee travelling between the depot and nominated work site outside of ordinary hours will be paid at the appropriate overtime rates for the period of such travel.

**24.7** An employee travelling to and/or from home to start/finish overtime when reasonable means of transport are not available will either be provided with transport to and/or from home or paid ordinary rates for the time taken for such travel.

**Part 5—Overtime and Penalty Rates****21. Overtime**

**21.1** An employee may be required to work reasonable overtime. Overtime need not be limited to one job only.

**21.2** An employee may be notified to work overtime prior to leaving the employer's premises or where the employee agrees, after having left the employer's premises.

**21.3** All time worked outside the ordinary hours of work will be overtime and paid at:

<b>For overtime worked on</b>	<b>Overtime rate % of ordinary hourly rate</b>
Monday to Saturday—first 2 hours	150
Monday to Saturday—after 2 hours	200
Saturday—after 12.00 pm	200
Sunday—all time worked	200
Public holidays—all time worked	250

**21.4** An employee will be paid a minimum of four hours at the appropriate penalty rates for working overtime on a Saturday, Sunday or public holiday.

**21.5** An employee travelling between the depot and nominated work site outside of ordinary hours will be paid at the appropriate overtime rates for the period of such travel.

**21.6** An employee travelling to and/or from home to start/finish overtime when reasonable means of transport are not available will either be provided with transport to and/or from home or paid ordinary rates for the time taken for such travel.

<p><b>24.8</b> When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts. An employee who works so much overtime:</p> <ul style="list-style-type: none"> <li>(a) between the finish of ordinary work on any day or shift and the commencement of ordinary work on the next day or shift, that the employee has not had at least 10 consecutive hours off duty between these times; or</li> <li>(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</li> </ul> <p>will, subject to this subclause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p> <p><b>24.9</b> If on the instruction of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at double rates until released from duty for such a 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.</p>	<p><b>21.7 10 hour break</b></p> <ul style="list-style-type: none"> <li>(a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts. An employee who works so much overtime: <ul style="list-style-type: none"> <li>(i) between the finish of work on any day or shift and the commencement of work on the next day or shift, that the employee has not had at least 10 consecutive hours off duty between these times; or</li> <li>(ii) 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</li> </ul> </li> </ul> <p>will, subject to clause 21.7(a), be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p> <ul style="list-style-type: none"> <li>(b) If on the instruction of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at double rates until released from duty for such a 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.</li> </ul>
<p><b>24.10 Call back</b></p> <ul style="list-style-type: none"> <li>(a) An employee recalled to work after leaving the employer's premises will be paid a minimum of four hours at the appropriate penalty rates. The employee will not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.</li> <li>(b) An employee directed to be on standby either at home, place of work or elsewhere, to work prior to or after ordinary hours, or on a Saturday, or on a Sunday or public holiday, will be paid standby time at the ordinary rate for the period from which the employee is</li> </ul>	<p><b>21.8 Call back</b></p> <ul style="list-style-type: none"> <li>(a) An employee recalled to work after leaving the employer's premises will be paid a minimum of four hours at the appropriate penalty rates. The employee will not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.</li> <li>(b) An employee directed to be on standby either at home, place of work or elsewhere, to work prior to or after ordinary hours, or on a Saturday, or on a Sunday or public holiday, will be paid standby time at the ordinary rate for the period from which the employee is</li> </ul>

<p>directed to standby and until released by the employer.</p> <p>(c) Where such overtime goes beyond midnight or commences between midnight and 2.00 am, a minimum of eight hours at the appropriate rate will be paid.</p>	<p>directed to standby and until released by the employer.</p> <p>(c) Where overtime goes beyond midnight or commences between midnight and 2.00 am, a minimum of eight hours at the appropriate rate will be paid.</p>
<p><b>24.11 Time off instead of payment for overtime</b></p> <p>(a) Subject to a majority of employees at a workplace agreeing to introduce this provision an employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.</p> <p>(b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.</p> <p>(c) An employer will, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this award, for any overtime worked under clause 24.11(a) where such time has not been taken within four weeks of accrual.</p>	<p><b>21.9 Time off instead of payment for overtime</b></p> <p>(a) Subject to a majority of employees at a workplace agreeing to introduce this provision an employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.</p> <p>(b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.</p> <p>(c) An employer will, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this award, for any overtime worked under clause 21.9(a) where such time has not been taken within four weeks of accrual.</p>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>25. Annual leave</b></p> <p><b>25.1 Leave entitlement</b></p> <p>(a) Section 87 of the Act prescribes the entitlement to annual leave. It does not apply to casual employees.</p> <p>(b) For the purpose of the additional week of leave provided by the NES, a <b>shiftworker</b> is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p> <p><b>25.2 Arrangements for taking leave</b></p> <p>(a) Leave will be given and will be taken within six months from the date when the right to annual leave occurred and after not less than four weeks notice to the employee.</p>	<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>23. Annual leave</b></p> <p><b>23.1 Leave entitlement</b></p> <p>(a) Section 87 of the Act prescribes the entitlement to annual leave. It does not apply to casual employees.</p> <p>(b) For the purpose of the additional week of leave provided by the NES, a <b>shiftworker</b> is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p> <p><b>23.2 Arrangements for taking leave</b></p> <p>(a) Leave will be given and will be taken within six months from the date when the right to annual leave occurred and after not less than four weeks' notice to the employee.</p>



<p><b>(b) Broken leave</b></p> <p><b>(i)</b> The annual leave will be given and taken in one or two continuous periods. If given in two separate periods, then one of those two periods must be at least 21 consecutive days, including non-working days.</p> <p><b>(ii)</b> If the employer and an employee so agree, an annual leave entitlement may be given and taken in two separate periods, neither of which is of at least 21 consecutive days, including non-working days, or on three separate periods.</p> <p><b>(iii)</b> Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.</p> <p><b>(iv)</b> An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.</p> <p><b>(v)</b> The annual leave provided by this clause will be allowed and will be taken, and except in relation to proportionate leave entitlements upon termination, payment will not be made or accepted instead of annual leave.</p> <p><b>(c) Leave allowed before due date</b></p> <p><b>(i)</b> An employer may allow an employee to take annual leave prior to the employee's entitlement otherwise arising.</p> <p><b>(ii)</b> Where an employer has allowed an employee to take annual leave prior to the employee's entitlement otherwise arising and the employee's services are terminated (by whatsoever cause) before the right thereto has accrued, the employer will be entitled to deduct from any remuneration payable any excess due on account of such annual leave payments.</p>	<p><b>(b) Broken leave</b></p> <p><b>(i)</b> The annual leave will be given and taken in one or two continuous periods. If given in two separate periods, then one of those two periods must be at least 21 consecutive days, including non-working days.</p> <p><b>(ii)</b> If the employer and an employee so agree, an annual leave entitlement may be given and taken in two separate periods, neither of which is of at least 21 consecutive days, including non-working days, or on three separate periods.</p> <p><b>(iii)</b> Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.</p> <p><b>(iv)</b> An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.</p> <p><b>(v)</b> The annual leave provided by this clause will be allowed and will be taken, and except in relation to proportionate leave entitlements upon termination, payment will not be made or accepted instead of annual leave.</p> <p><b>(c) Leave allowed before due date</b></p> <p><b>(i)</b> An employer may allow an employee to take annual leave prior to the employee's entitlement otherwise arising.</p> <p><b>(ii)</b> Where an employer has allowed an employee to take annual leave prior to the employee's entitlement otherwise arising and the employee's services are terminated (by whatsoever cause) before the right thereto has accrued, the employer will be entitled to deduct from any remuneration payable any excess due on account of such annual leave payments.</p>
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<p><b>25.3 Payment for annual leave</b></p> <p>(a) Section 90 of the Act prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment. Annual Leave is dealt with in Division 6 of the NES.</p> <p>(b) <b>Loading on annual leave</b></p> <p>An employer is required to pay an additional leave loading of 17.5% of that payment, provided that where the employee would have received shift loadings prescribed by clause 22—Shiftwork, had they not been on leave and such loading would be of a greater amount than 17.5%, then it will apply to the relevant weekly wage rate instead of 17.5%. The loading prescribed above will also apply to proportionate leave on lawful termination.</p>	<p><b>23.3 Payment for annual leave</b></p> <p>(a) Section 90 of the Act prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment. Annual Leave is dealt with in Division 6 of the NES.</p> <p>(b) <b>Loading on annual leave</b></p> <p>(i) An employer is required to pay an additional leave loading of <b>17.5%</b> of that payment.</p> <p>(ii) Where the employee would have received shift loadings prescribed by clause 22—Shiftwork, had they not been on leave and the loading would be of a greater amount than <b>17.5%</b>, then it will apply to the relevant weekly wage rate instead of <b>17.5%</b>.</p> <p>(iii) The loading prescribed above will also apply to proportionate leave on lawful termination.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p>
<p><b>25.4 Annual close-down</b></p> <p>(a) Where an employer closes down the depot or a section thereof, for the purposes of allowing annual leave to all or the bulk of employees in the depot or section concerned:</p> <p>(i) The employer will give not less than four weeks notice of the close-down.</p> <p>(ii) An employer may stand off for the duration of the close-down all employees in the depot, or section concerned, and allow to those who are not then qualified for a full entitlement to annual leave paid leave on a proportionate basis.</p> <p>(iii) An employee who has qualified for a full entitlement to annual leave will be allowed paid leave.</p>	<p><b>23.4 Annual close-down</b></p> <p>(a) Where an employer closes down the depot or a section thereof, for the purposes of allowing annual leave to all or the bulk of employees in the depot or section concerned:</p> <p>(i) The employer will give not less than four weeks notice of the close-down.</p> <p>(ii) An employer may stand off for the duration of the close-down all employees in the depot, or section concerned, and allow to those who are not then qualified for a full entitlement to annual leave paid leave on a proportionate basis.</p> <p>(iii) An employee who has qualified for a full entitlement to annual leave will be allowed paid leave.</p> <p>(iv) All time during which an employee is stood off without pay</p>

<p>(iv) All time during which an employee is stood off without pay for the purposes of this subclause will be deemed to be time of service for the purpose of annual leave accrual.</p> <p>(v) An employer may close down the depot for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the depot in two separate periods, one of those periods will be for a period of at least 21 consecutive days including non-working days.</p> <p>(vi) Where the majority of the employees in the depot or section concerned agree, the employer may close down the depot in accordance with this subclause in two separate periods either of which is of at least 21 consecutive days including non-working days, or in three separate periods. In such cases the employer will advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.</p>	<p>for the purposes of this subclause will be deemed to be time of service for the purpose of annual leave accrual.</p> <p>(v) An employer may close down the depot for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the depot in two separate periods, one of those periods will be for a period of at least 21 consecutive days including non-working days.</p> <p>(vi) Where the majority of the employees in the depot or section concerned agree, the employer may close down the depot in accordance with this subclause in two separate periods either of which is of at least 21 consecutive days including non-working days, or in three separate periods. In such cases the employer will advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.</p>
<p><b>25.5 Part close-down and part rostered leave</b></p> <p>(a) An employer may close down the depot, or a section thereof, for a period of at least 21 consecutive days including non-working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.</p> <p>(b) An employer may close down the depot, or a section thereof for a period of less than 21 consecutive days including non-working days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave will be subject to the agreement of the employer and the majority of employees in the depot, or a section thereof, and before asking the employees concerned for their agreement the employer will advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.</p>	<p><b>23.5 Part close-down and part rostered leave</b></p> <p>(a) An employer may close down the depot, or a section thereof, for a period of at least 21 consecutive days including non-working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.</p> <p>(b) An employer may close down the depot, or a section thereof for a period of less than 21 consecutive days including non-working days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave will be subject to the agreement of the employer and the majority of employees in the depot, or a section thereof, and before asking the employees concerned for their agreement the employer will advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.</p>

<p><b>26. Personal/carer's leave and compassionate leave</b> Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p><b>24. Personal/carer's leave and compassionate leave</b> Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Proposed new provision</i></p>	<p><b>25. Parental leave and related entitlements</b> Parental leave and related entitlements are provided for in the NES.</p>
<p><b>27. Community service leave</b></p> <p><b>27.1</b> Community service leave is provided for in the NES. This clause provides additional provisions.</p> <p><b>27.2</b> A weekly hire employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time (including fares and travel) the employee would have worked had the employee not been on jury service.</p>	<p><b>27. Community service leave</b></p> <p><b>27.1</b> Community service leave is provided for in the NES. This clause provides additional provisions.</p> <p><b>27.2</b> A weekly hire employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for jury service and the amount of wages the employee would have received in respect of the ordinary time (including fares and travel) the employee would have worked had the employee not been on jury service.</p>
<p><b>28. Public holidays</b></p> <p><b>28.1 National Employment Standards</b></p> <p>(a) Public holidays are provided for in the NES.</p> <p>(b) 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 s.115 of the Act.</p> <p>(c) This clause supplements the NES entitlements. An employer who terminates the employment of an employee except for reasons of misconduct or incompetence (proof of which will lie upon the employer) will pay the employee a day's ordinary wages for each holiday prescribed in or each holiday in a group which falls within 10 consecutive calendar days after the day of termination.</p>	<p><b>26. Public holidays</b></p> <p><b>26.1 National Employment Standards</b></p> <p>(a) Public holidays are provided for in the NES.</p> <p>(b) 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 s.115 of the Act.</p> <p>(c) This clause supplements the NES entitlements. An employer who terminates the employment of an employee except for reasons of misconduct or incompetence (proof of which will lie upon the employer) will pay the employee a day's ordinary wages for each holiday prescribed in or each holiday in a group which falls within 10 consecutive calendar days after the day of termination.</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p><b>26.2 Part-day public holidays</b></p> <p>For provisions in relation to part-day public holidays see Schedule F—2015 Part-day Public Holidays.</p>

<b>Schedule A —Transitional Provisions</b> <i>Transitional provision - clause removed - obsolete</i>	<i>Schedule removed – obsolete</i>
<b>Schedule B —Classification Structure</b> <i>Provision not reproduced - no change</i>	<b>Schedule A —Classification Structure</b> <i>Provision not reproduced - no change</i>
<b>Schedule C —National Training Wage</b> <b>Appendix C1: Allocation of Traineeships to Wage Levels</b> <i>Provision not reproduced - no change</i>	<b>Schedule E —National Training Wage</b> <b>Appendix E1: Allocation of Traineeships to Wage Levels</b> <i>Provision not reproduced - no change</i>
<b>Schedule D —Supported Wage System</b> <i>Provision not reproduced</i>	<b>Schedule D —Supported Wage System</b> <i>Provision not reproduced</i>
<b>Schedule E —2015 Part-day Public Holidays</b> <i>Provision not reproduced - no change</i>	<b>Schedule F —2015 Part-day Public Holidays</b> <i>Provision not reproduced - no change</i>
<i>Clause inserted - proposed new provision</i>	<b>Schedule B —Summary of Hourly Rates of Pay</b> <i>Clause inserted - proposed new provision</i>
<i>Clause inserted - proposed new provision</i>	<b>Schedule C —Summary of Monetary Allowances</b> <i>Clause inserted - proposed new provision</i>