

The Building and Construction General On-site Award—Exposure Draft was first published on 20 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
22 March 2019	Incorporate changes resulting from PR580863	Schedule E
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579781 and PR579526	19.5, 21, 22, 23, 25, 42.2, Schedule B
	Incorporate changes resulting from PR582972	31, Schedule F, Schedule G
	Incorporate change resulting from PR582972	31.8(a)
	Incorporate changes resulting from PR598110	Schedule E
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609337	34A
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606344 , PR606502	19, 21, 22, 23, 25, 25.7(f)(i), 42, 43.2, Schedule B, D.5
	Incorporates changes resulting from PR701683	Schedule E
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701414	6
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Incorporates changes resulting from [2017] FWCFB 3433	2
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 31
	Administrative changes by Modern Awards team	19.3, 19.12 (renumbered), 20,
	Exposure Draft	
29 January 2020	Incorporates changes resulting from [2015] FWCFB 4658	21, 22
	Incorporates changes resulting from [2018] FWCFB 6680 ; [2019] FWCFB 5409 and PR710995	29.1
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.3 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548 , PR706908	41.4(c)
	Incorporates changes resulting from [2019] FWCFB 3500 , PR707430 ,	19, 21, 25, 43, Schedule D

	PR707627	
	Incorporating changes resulting from with [2019] FWCFB 5144 at [13].	34A (deleted), 35
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712189	7, 36, Schedule E
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles and content in accordance with [2019] FWCFB 5409 at [6] and Attachment A	1.3 (moved from 5), 2, 5 (deleted), 7, 9, 10, 11, 12, 13, 14, 16, 17, 18.3, 19, 20.5, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 22.10, 29.1, 34 (moved from 37), 40, 41, 42, 43, Schedule A, Schedule C, Schedule E
	Incorporates changes resulting from [2019] FWCFB 5409	2, 4.5, 4.6, 17.2(j), 19, 22, B.1
	Incorporates changes resulting from [2019] FWCFB 5409 , PR711485 .	5, 26, 37, 38, 39, 40
	Incorporating changes resulting from [2019] FWCFB 8398	4.4
	Incorporating changes resulting from [2019] FWCFB 8491 , PR715079	Schedule E
	Administrative change made by Modern Awards team	22.10, 26.4, 26.12(b), 28.3(c), Schedule B
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 20

EXPOSURE DRAFT

Building and Construction General On-site Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the ***Building and Construction General On-site Award 2010*** (the Building Award) as at 20 May 2016 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Building Award. Instead, it has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/260](#). Additionally, a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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Part 1—Application and Operation of this Award

1. Title and commencement

Previous clause 1.3 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35]. New clause 1.3 moved from clause 5 in accordance with [\[2019\] FWCFB 5409](#) at [6].

- 1.1** This award is the *Building and Construction General On-site Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3** A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~**1.3** Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

2. Definitions

Clause 2 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

In this award, unless the contrary intention appears:

accident pay means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and their ordinary hourly rate for 38 hours work, and any RDO accrued entitlements prescribed by clause 16—Ordinary hours of work or clause 17—Shiftwork. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the ordinary hourly rate for that period. The ordinary hourly rate does not include over award payments, shift loadings or overtime.

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

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

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

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.

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

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

- annual leave, personal leave or parental leave;
- illness or accident up to a maximum of ~~four~~4 weeks after the expiration of paid sick leave;
- jury service;
- injury received during the course of employment and up to a maximum of 26 weeks for which the employee received workers' compensation;
- where called up for military service for up to ~~three~~3 months in any qualifying period;
- long service leave; and
- any reason satisfactory to the employer, provided the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.

continuous shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least ~~six~~6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

CW means construction workers in the general building and construction and civil construction sectors.

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

ECW means engineering construction workers in the metal and engineering construction sector.

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

employee in charge of plant means:

- (a) when ~~two~~2 or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or
- (b) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees; or
- (c) when an employee is the only person of their class employed on the plant, the employee who does the general repair work of the plant in addition to the work of operating, but not when they merely assist a fitter or engineer to do such work; or
- (d) where shifts are worked, the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when they merely assist a fitter or engineer to do such work.

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).

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

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

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

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

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

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

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client.

on-site building, engineering and civil construction industry has the meaning given in clause 4.2.

ordinary hourly rate means the hourly rate for an employee's classification specified in clause 19.1(a) plus the industry allowance. Where an employee is entitled to an additional all-purpose allowance, this allowance forms part of that employee's ordinary hourly rate.

The ordinary hourly rate is:

- for daily hire employees, the hourly rate calculated in accordance with clause 19.3(a);
- for weekly hire employees, the hourly rate calculated in accordance with clause 19.3(b);
- for apprentices, the weekly rate (determined in accordance with clause 19.7 or 19.8) divided by 38;
- for trainees, the weekly rate (determined in accordance with clause 19.10(b) or 19.10(c)) divided by 38;
- for employees covered by clause 42—Lift industry, the all purpose amounts specified in clause 42 are included;
- for forepersons and supervisors in the metal and engineering construction sector, the relevant weekly rate specified in clause 43.2(a) divided by 38;
- for leading hands the amount calculated in accordance with clause 19.2(a) or 19.2(b) is included.

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

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

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

3. The National Employment Standards and this award

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

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

- 3.3 The employer must ensure that copies of 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.

4. Coverage

Clause 4.4 amended in accordance with [\[2019\] FWCFB 8398](#) at [7]

Clauses 4.5 and 4.6 amended in accordance with [\[2019\] FWCFB 5409](#) at [6] and [118]

Clause 4.3 considered by the Full Bench in [AM2016/23](#). Amendment to be made to give effect to [\[2019\] FWCFB 8564](#) at [17] and [97] following a final determination being issued.

- 4.1 This industry award covers employers throughout Australia in the on-site building, engineering and civil construction industry and their employees in the classifications within Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 For the purpose of clause 4.1, **on-site building, engineering and civil construction industry** means the industry of general building and construction, civil construction and metal and engineering construction, in all cases undertaken on-site.
- 4.3 For the purposes of clause 4.1:
- (a) **general building and construction** means:
- (i) the construction, alteration, extension, restoration, repair, demolition or dismantling of buildings, structures or works that form, or are to form, part of land, whether or not the buildings, structures or works are permanent and maintenance undertaken by employees of employers covered by clause 4.1 of such buildings, structures or works;
 - (ii) site clearance, earth-moving, excavation, site restoration, landscaping and the provision of car parks and other access works associated with the activities within clause 4.3(a)(i); and
 - (iii) the installation in any building, structure or works of fittings and services;
- (b) **civil construction** means:
- (i) the construction, repair, maintenance or demolition of:
 - civil and/or mechanical engineering projects;
 - power transmission, light, television, radio, communication, radar, navigation, observation towers or structures;
 - power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries;
 - silos; and/or
 - sports and/or entertainment complexes;

- (ii) road making and the manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt;
 - (iii) the prefabrication and installation of geomembranes, geotextiles and appurtenances;
 - (iv) dredging or sluicing work for or at premises provided for persons mentioned in or in connection with work under clause 4.3(b)(i);
 - (v) the testing of soil, concrete and aggregate when it is carried out at a construction site in or in connection with work under clause 4.3(b)(i);
 - (vi) batch plants and precast yards at a construction site in or in connection with work under clause 4.3(b)(i);
 - (vii) traffic management in or in connection with work under clause 4.3(b)(i);
 - (viii) construction and/or establishment of landscape gardens in or in connection with work under clause 4.3(b)(i), provided that this award does not apply to the:
 - maintenance or horticultural establishment work following practical completion of work as specified under the terms of the construction contract or project; and/or
 - laying-out, construction, cultivation or keeping in order of gardens in connection with private houses;
 - (ix) the industry or calling of either or both catering and cleaning for or at premises provided for persons mentioned in clause 4.3(b)(i);
 - (x) car parks excepting car park buildings and car parks within the alignment of a building; and
 - (xi) railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto;
- (c) **metal and engineering construction** means:
- (i) metal trades work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:
 - power stations, oil refineries, terminals and depots; chemical, petrochemical and hydrocarbon plants; and associated plant, plant facilities and equipment;

- major industrial and commercial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
- plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like;
- transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
- lifts and escalators as prescribed in clause 42—Lift industry;
- facilities and equipment in other engineering projects; and
- maintenance and/or repair and/or servicing work carried out on-site by the employees of contractors or subcontractors in connection with contracts for on-site construction work referred to in clause 4.3(c)(i). This does not include any work which is incidental to or of a minor nature in relation to the work normally performed by an employee of an employer not engaged substantially in metal and engineering construction.

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

The revocation of the *Quarrying Award 2010* comes into operation on or after 4 February 2020, see [determination](#).

Parties are asked to provide a proposal for re-drafting clause 4.4(g).

- (a) the *Manufacturing and Associated Industries and Occupations Award 20XX*;
- (b) the *Joinery and Building Trades Award 20XX*;
- (c) the *Electrical, Electronic and Communications Contracting Award 20XX*;
- (d) the *Plumbing and Fire Sprinklers Award 20XX*;
- (e) the *Black Coal Mining Industry Award 20XX*;
- (f) the *Mining Industry Award 20XX*;
- (g) the *Quarrying Award 20XX*; or
- (h) the *Premixed Concrete Award 20XX*.

4.5 This award covers any employer which supplies labour on an on-hire basis in the on-site building, engineering and civil construction industry set out in clauses 4.1, 4.2 and 4.3 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~~ Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the on-site building, engineering and civil construction industry and/or parts of ~~that industry set out at clauses 4.1, 4.2 and 4.3~~ and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. ~~This subclause~~ Clause 4.6 operates subject to the exclusions from coverage in this award.

4.7 This award does not cover:

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

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

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

Effect of variations made by the Fair Work Commission

Clause 5 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

5. Individual flexibility arrangements

Clause 5 substituted in accordance with [\[2019\] FWCFB 5409](#) and [PR711485](#).

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

(d) allowances; or

(e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

(a) give the employee a written proposal; and

(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

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

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

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

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

6.3 What the written response must include if the employer refuses the request

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

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

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

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 39—Dispute resolution.

7. Facilitative provisions

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712189](#).

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

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
13.11	Casual conversion to full-time or part-time employment	An individual or the majority of employees
16.3	Agreement on alternate RDOs	The majority of employees
16.4	Agreement on banking of RDOs	The majority of employees

Clause	Provision	Agreement between an employer and:
16.8	Agreement on working other than the rostered day off cycle	The majority of employees
16.10(b)	Hours of work—part-time employees	An individual
18.1	Meal break—day workers	The majority of employees
19.6(a)	Piece rates	An individual
20	Payment of wages	An individual or the majority of employees
22.4(d)	Multistorey allowance	An individual
24.14(a)	Additional wet weather procedure—remaining on site	The majority of employees
25.7(f)(vi)	Travelling expenses—Rest and recreation—variable return home	An individual
31.4	Annual leave in advance	An individual
31.5	Cashing out of annual leave	An individual
36.2, 36.3	Alternative day for public holiday	The majority of employees <u>An individual</u>

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

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

9. Daily hire employees

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

- (a) One day's notice of termination of employment will be given on either side or one day's pay will be paid or forfeited.

- (b) Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work.
 - (c) A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools.
- 9.2 Nothing in ~~this~~ clause 9 will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

10. Full-time weekly hire employees

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

11. Part-time weekly hire employees

- 11.1 A part-time employee is an employee who works an average of less than 38 ordinary hours per week and has reasonably predictable hours of work.
- 11.2 For each ordinary hour worked, a part-time employee will be paid no less than the ordinary hourly rate for the relevant classification and pro rata entitlements for those hours.
- 11.3 An employer must inform a part-time employee of the ordinary hours of work and the starting and finishing times.
- 11.4 Before commencing a period of part-time employment the employee and the employer will agree in writing:
 - (a) that the employee may work part-time;
 - (b) upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work;
 - (c) upon the classification applying to the work to be performed; and
 - (d) upon the period of part-time employment.
- 11.5 The terms of an agreement may be varied, in writing, by consent.
- 11.6 The employer will provide a copy of the agreement and any variation made in accordance with clause 11.5, to the employee.

12. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

- 12.1** A casual employee is engaged and paid in accordance with the provisions of clause 12.
- 12.2** A casual employee is entitled to all of the applicable rates and conditions of employment prescribed by this award except annual leave, paid personal/carer's leave, paid community service leave, notice of termination and redundancy benefits.
- 12.3** An employer, when engaging a person for casual employment, must inform the employee, in writing, that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- 12.4** A casual employee is entitled to payment for a minimum of ~~four~~ **4** hours' work per engagement, plus the relevant fares and travel allowance and expenses prescribed by clauses 25—Living away from home—distant work and 26—Fares and travel patterns allowance on each occasion they are required to attend work.
- 12.5** A casual employee must be paid a casual loading of **25%** for ordinary hours as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.
- 12.6** A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates prescribed by clauses 29—Overtime and 30—Penalty rates, provided that:
- (a) where the relevant penalty rate is **150%**, the employee must be paid **175%** of the ordinary hourly rate prescribed for the employee's classification; and
 - (b) where the relevant penalty rate is **200%**, the employee must be paid **225%** of the ordinary hourly rate prescribed for the employee's classification.
- 12.7** A casual employee required to work on a public holiday prescribed by the [NES](#) must be paid **275%** of the ordinary hourly rate prescribed for the employee's classification.

13. Casual conversion to full-time or part-time employment

- 13.1** A casual employee, other than an **irregular casual employee**, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of ~~six~~ **6** months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- 13.2** For the purposes of clause 13.1, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

- 13.3** Every employer of such an employee must give the employee notice in writing of the provisions of clause 13 within ~~four~~4 weeks of the employee having attained such period of ~~six~~6 months. The employee retains their right of election under clause 13 if the employer fails to comply with the clause.
- 13.4** Any such casual employee who does not within ~~four~~4 weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- 13.5** Any casual employee who has a right to elect under clause 13.1, on receiving notice under clause 13.3 or after the expiry of the time for giving such notice, may give ~~four~~4 weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within ~~four~~4 weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably refuse.
- 13.6** Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 13.7** If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 13.5, the employer and employee must, subject to clause 13.5, discuss and agree on:
- (a) which form of employment the employee will convert to, being full-time or part-time; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 11—Part-time weekly hire employees.
- 13.8** An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- 13.9** Following such agreement being reached, the employee converts to full-time or part-time employment.
- 13.10** Where, in accordance with clause 13.5 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.
- 13.11** 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 13.1 as if the reference to ~~six~~6 months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an

individual employee may only be reached within the ~~two~~2 months prior to the period of ~~six~~6 months referred to in clause 13.1.

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

14. Apprentices

14.1 Definitions

- (a) An **adult apprentice** is an employee who is 21 years of age or over at the time of signing the contract of training.
- (b) An **apprentice** is an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.
- (c) An **apprenticeship** is a system of structured on-the-job training with an employer and off-the-job training with a Registered Training Organisation accessed through a contract of training.
- (d) For the purposes of this award, a **construction apprenticeship** is a contract of training for the acquisition of tradesperson qualifications.
- (e) **Registered Training Organisation (RTO)** means a training organisation registered by the Australian Skills Quality Authority, the Victorian Registration and Qualifications Authority or the Western Australia's Training and Accreditation Council.
- (f) A **contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.
- (g) A **school-based apprentice** is an employee who is undertaking an apprenticeship in accordance with ~~this~~ clause 14 while also undertaking a course of secondary education.

14.2 Conditions of employment

- (a) Apprentices will be engaged in accordance with the terms of this award, any relevant apprenticeship legislation and/or regulations made by any State or Territory training authority with the responsibility for the apprenticeship. The terms of this award apply to apprentices except where otherwise stated.
- (b) An apprentice/trainee will be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-the-job training in accordance with the contract of training.
- (c) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. ~~This clause~~ Clause 14.2 operates subject to the provisions of Schedule C—School-based Apprentices and the provisions of ~~clause 26.12~~ clause 26.12(b).

- (d) The notice of termination provisions of the [NES](#) apply to apprentices.
- (e) Redundancy provisions do not apply to apprentices, provided that where the employment of an apprentice by an employer is continued after the completion of the apprenticeship, the period of the apprenticeship will be counted as service for the purposes of the award and long service leave entitlements and in the event that an apprentice is terminated at the end of their apprenticeship and is re-engaged by the same employer within ~~six~~6 months of such termination, the period of the apprenticeship will be counted as service in determining any future termination entitlements.

14.3 Overtime and shiftwork

- (a) When overtime and/or shiftwork are worked the relevant penalties and allowances prescribed by the award will apply, based on the applicable ordinary hourly rate. No apprentice/trainee will work overtime or shiftwork on their own or without supervision.
- (b) No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they choose to do so.
- (c) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at the Registered Training Organisation as required by any statute, award, regulation or the contract of training applicable to them.

14.4 Payment by results

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

14.5 Lost time

- (a) Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to either paid leave or leave without pay (taken in accordance with clause 31.3(a)). The following year of their apprenticeship does not commence until the additional days have been worked.
- (b) In calculating the extra time to be so served, the apprentice will be credited with time which they have worked during the relevant year in excess of their ordinary hours.

14.6 Training costs—fees and textbooks

- (a) All fees charged by an RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, will be reimbursed by the employer within ~~six~~6 months of commencement of the apprenticeship or a stage of the apprenticeship, or within ~~three~~3 months of the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (b) An employer may meet its obligations under ~~this~~ clause 14.6 by paying any fees and/or cost of textbooks directly to the RTO.

14.7 Adult apprenticeship—application of general conditions of apprenticeship

The provisions of clause 14—~~Apprentices~~ will apply to adult apprentices unless specifically provided otherwise by clause 19.8.

14.8 Attendance at block release training

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that ~~this~~-clause 14.8 will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) closer to the apprentice's usual place of work and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (b) For the purposes of ~~this~~-clause 14.8(a) excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, in excess of the fares and travel patterns allowance payable under clause 26.12(a). For the purposes of ~~this~~-clause 14.8(a) excess travel costs do not include payment for travelling time or expenses incurred while not in transit.
- (c) The amount payable by an employer under ~~this~~-clause 14.8(a) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (d) ~~This~~-eClause 14.8 applies in lieu of the provisions contained in clause 25—Living away from home—distant work.

14.9 Competency based progression

- (a) For the purpose of competency based wage progression in clause 19.7 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 19.7 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:

- (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in clause 14.9(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of ~~this~~ clause 14.9, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of ~~this~~ clause 14.9 is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the wage rate referred to in clause 14.9(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 14.9(a)(iii) or on a date as determined under the dispute resolution process in clause 14.9(a).

15. Classifications

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

Part 3—Hours of Work

16. Ordinary hours of work and rostering arrangements

Ordinary hours of work considered by Full Bench in [AM2016/23](#) . Clause 23 to be amended to give effect to [\[2019\] FWCFB 8564](#) at [34] and [97] following a final determination being issued.

16.1 Except as provided in clause 17—Shiftwork, the ordinary hours of work will be 38 per week, worked between 7.00 am and 6.00 pm, Monday to Friday, in accordance with the procedure in clauses 16.2 to 16.9.

16.2 Hours of work and rostered days off

- (a) The ordinary hours of work will be worked in a 20 day ~~four~~4 week cycle, Monday to Friday inclusive, with eight hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing towards the twentieth day, which will be taken as a paid day off.
- (b) The twentieth day of that cycle will be known as the rostered day off (RDO), and will be taken as outlined in clauses 16.2 to 16.4.
- (c) Payment on such a rostered day off will include accrued entitlement to the allowances prescribed in clauses 26.2 to 26.7.
- (d) A rostered day off will be taken on the ~~fourth~~4th Monday in each ~~four~~4 week cycle, except where it falls on a public holiday, in which case the next working day will be taken instead.

16.3 Agreement on alternate RDOs

Where an employer and a majority of employees at an enterprise agree, another day may be substituted for the nominated industry rostered day off.

16.4 Agreement on banking of RDOs

- (a) Where employees are employed on distant work covered by clause 25.1, an employer and a majority of those employees on distant work may agree to accrue up to ~~five~~5 rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer.
- (b) Where the majority of the employees request consultation with their representative(s), that consultation will take place at least ~~five~~5 days prior to its introduction.
- (c) Any agreed arrangement must provide that 13 rostered days are taken off by an employee for 12 months' continuous service.

16.5 Each day of paid leave taken and a public holiday occurring during any cycle of ~~four~~4 weeks will be regarded as a day worked for accrual purposes.

16.6 An employee who has not worked, or is not regarded by reason of clause 16.5 as having worked a complete 19-day ~~four~~4 week cycle, will receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.

16.7 Except where agreement has been reached in accordance with clauses 16.3 and 16.4, the prescribed rostered day off or any substituted day may be worked where it is required by the employer and such work is necessary:

- (a) to allow other employees to be employed productively; or
- (b) to carry out out-of-hours maintenance; or
- (c) in the case of unforeseen delays to a particular project or a section of it or other reasons arising from unforeseen or emergency circumstances on a project;

in which case, in addition to accrued entitlements, the employee will be paid penalty rates as prescribed for Saturday work in clause 30—Penalty rates and the provisions for Saturday work in clause 30—Penalty rates will apply.

16.8 Agreement on working other than the rostered day off cycle

Where an employer and the majority of employees employed at a particular enterprise agree that due to the nature of an employer's operations it is not practicable for the ~~four~~4 week cycle in clause 16.2(a) to operate, they may agree to an alternate method of arranging working hours, provided that the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in clause 16.1 and that no more than eight ordinary hours are worked in any one day.

16.9 Early starts

- (a) The working day may start at 6.00 am or at any other time between 6:00 am and 8.00 am. The working time will then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period.
- (b) The change to the start time requires agreement between the employer and the employees and their representative(s), if requested.

16.10 Hours of work—part-time employees

- (a) Despite the provisions of clause 16—Ordinary hours of work and rostering and clause 17—Shiftwork, an employee working on a part-time basis may be paid for actual hours worked and in such instances the employee will not be entitled to accrue time towards a rostered day off, and further provided that the employee will not work on the rostered day off.
- (b) An employer and employee may agree that the part-time employee accrues time towards a rostered day off as provided by clause 16—Ordinary hours of work and rostering and clause 17—Shiftwork. In such instances, the part-time employee will accrue pro rata entitlements to rostered days off in accordance with clause 16.6.

16.11 Washing time

The employer will provide sufficient facilities for washing and ~~five~~5 minutes will be allowed before lunch and before finishing time to enable employees to wash and put away gear.

16.12 Work in compressed air

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

(a) Hours—underground work

- (i) **Underground** means in any trench, shaft, drive or tunnel more than 6.1 metres (20 feet) below the surface of the ground or any drive or tunnel over 4.6 metres (15 feet) in length or where the drive or tunnel is timbered irrespective of the depth, or any live sewer more than 2.4 metres (8 feet) below the surface of the ground. Nothing in ~~this~~ clause 16.12(a) will entitle a person working in a trench by pot and shot method or otherwise at a depth less than 6.1 metres (20 feet) below the surface of the ground to be paid as a miner.
- (ii) The hours of work of employees working underground and all dependent work above the ground will begin at the whistle and end at the surface. The hours of work for underground work will be 38 per week worked in accordance with the provisions of clauses 16.2 and 16.3. Each day's work will include 30 minute crib break and if ~~two~~2 shifts are worked they will be worked between the hours of 6.00 am and midnight.
- (iii) A week's work will be 30 hours per week, exclusive of crib time, except in the following cases:
 - miners driving tunnels with a superficial area not exceeding 12.2 metres (40 feet);
 - miners sinking shafts over 15.2 metres (50 feet) in depth; and
 - persons packing and/or scabbling in dead ends and/or boodler working.

17. Shiftwork

Shiftwork provisions considered by the Full Bench in [AM2016/23](#). Clause 17 to be amended in accordance with [\[2018\] FWCFB 6019](#) at [420] and [\[2019\] FWCFB 8564](#) at [97] following a final determination being issued. See also [draft determination](#).

Clause 17.2(j) amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

17.1 General building and construction and metal and engineering construction sectors

(a) Definitions

For the purposes of ~~this~~ clause 17.1:

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

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

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

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

(b) When an employee is employed continuously (inclusive of public holidays) for ~~five~~5 shifts Monday to Friday, the following rates will apply:

(i) afternoon and night shift—**150%** of the ordinary hourly rate;

(ii) morning and early afternoon shifts—**125%** of the ordinary hourly rate.

(c) Where a job finishes after proceeding on shiftwork for more than ~~five~~5 consecutive days or the employer terminates the employee's services during the week, the employee must be paid at the rate specified in clause 17.1(b) for the time actually worked.

(d) In the case of broken shifts (i.e. less than 38 ordinary hours worked over ~~five~~5 consecutive shifts Monday to Friday) the rates prescribed will be **150%** for the first ~~two~~2 hours and **200%** thereafter.

(e) The ordinary hours of morning, early afternoon, afternoon and night shift will be eight hours daily inclusive of meal breaks. Provided where shiftwork comprises ~~three~~3 continuous and consecutive shifts of eight hours each per day, that 24 minutes of each shift will accrue towards a rostered off shift and a crib time of 20 minutes duration will be allowed on each shift, and will be paid for as though worked. Such crib time will be instead of any other rest period or cessation of work elsewhere prescribed by this award.

(f) An employee must be given at least 48 hours' notice of the requirement to work shiftwork.

(g) The hours for shiftworkers, when fixed, must not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of their previous shift.

- (h) For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime must apply. Provided that an ordinary night shift starting before and extending beyond midnight Friday, will be regarded as a Friday shift.
- (i) All work in excess of shift hours, Monday to Friday, other than holidays must be paid for at **200%** of the ordinary hourly rate (excluding shift rates).
- (j) The provisions of this award relating to hours of work and leave will apply to employees working shiftwork.

17.2 Civil construction sector

(a) Definitions

For the purpose of ~~this~~ clause 17.2:

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

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

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

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

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

(b) Roster

Shifts must be worked according to a roster which will:

- (i) provide for rotation of shifts unless all the employees concerned agree otherwise;
- (ii) provide for not more than eight shifts to be worked in any ~~nine-9~~ consecutive days; and
- (iii) specify the starting and finishing times of each shift.

(c) Ordinary hours

- (i) The ordinary hours of work for shiftworkers will not exceed an average of 38 per week over a cycle of ~~two-2~~, ~~three-3~~ or ~~four-4~~ weeks.
- (ii) A shift will consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which will be counted as time worked.

(d) Rostered off shift

- (i) ~~Twenty-four-24~~ minutes of each eight hour shift worked during a shift cycle will accrue as an entitlement to take a rostered off shift after each 19 shifts worked.

(ii) The rostered off shift will be paid for as though worked.

(e) **Paid leave**

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

(f) **Pro rata accrued entitlements**

(i) A shiftworker who has not worked or is not regarded by reason of clause 17.2(e) as having worked a complete shift cycle will receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle.

(ii) The pro rata entitlements will be payable for the rostered off shift or, in the case of termination of employment, on such termination.

(g) **Taking of rostered off shifts**

(i) The employer and employees concerned will agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation.

(ii) Accumulation will be limited to not more than ~~five~~5 shifts before they are taken as rostered off shifts.

(iii) When rostered off shifts are taken they will be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.

(h) **Work on a rostered off shift**

(i) The rostered off shift prescribed by ~~this~~ clause 17.2 will be taken as a paid shift off.

(ii) Where an employer for emergency reasons requires an employee to work on their rostered off shift the employee will, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.

(i) **Overtime**

(i) All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of **200%** of the ordinary hourly rate.

(ii) Clause 17.2(i)(i) will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

(j) **Shift ratesallowances**

A shiftworker whilst on afternoon or night shift other than on a Saturday, Sunday or holiday must be paid **115%** of the ordinary hourly rate.

(k) Saturdays

An employee who is working a shift between midnight on Friday and midnight on Saturday must be paid **150%** of the ordinary hourly rate for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 17.2(e).

(l) Sundays and public holidays

- (i)** Subject to clause 17.2(l), the provisions of clause 36—Public holidays, will apply to shiftworkers.
- (ii)** Where shifts start between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- (iii)** Where shifts fall partly on a Sunday or a public holiday that shift, the major portion of which falls on a Sunday or a public holiday, will be regarded as the Sunday or public holiday shift.

(m) Five successive shifts

Shiftworkers who work on any afternoon or night shift which does not continue for at least ~~five~~5 successive afternoons or nights will be paid **150%** of the ordinary hourly rate for all ordinary hours of work occurring during the shift.

(n) Permanent night shift

An employee who (except at their own request pursuant to clause 17.2(b)(i)):

- (i)** during a period of engagement on shift, works night shift only; or
- (ii)** remains on a night shift for a longer period than ~~four~~4 successive weeks; or
- (iii)** works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each cycle;

must, during such engagement, period or cycle be paid **130%** of the ordinary hourly rate for all ordinary hours of work on night shift.

(o) Call outs

- (i)** A shiftworker called out to work after finishing their normal working time and after they have left work for the shift, or called out to work on a day on which they are rostered off, must be paid for a minimum of ~~three~~3 hours' work calculated at **200%** of the ordinary hourly rate for each occasion the shiftworker is called out.
- (ii)** If called out on a public holiday, payment must be calculated at the rate prescribed in clause 30.1(e) of this award.

(p) **Transport after overtime**

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

18. Meal breaks

18.1 Meal break—day workers

- (a) For the purpose of a meal on each day, there must be a cessation of work and of working time of 30 minutes, to be taken between noon and 1.00 pm, or as otherwise agreed between an employer and a majority of employees.
- (b) An employee must not be required to work more than ~~five~~5 hours without a break for a meal.
- (c) Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of finishing of work.

18.2 Meal break—shiftworkers

At no later than ~~five~~5 hours after the start of each shift there must be a cessation of work of 30 minutes' duration to allow shiftworkers to take a meal break which will count as time worked.

18.3 Rest periods and crib time

- (a) A paid rest period of 10 minutes must be allowed between 9.00 am and 11.00 am.
- (b) When an employee is required to work overtime for ~~two~~2 hours or more after their usual finishing time of the day or shift, the employee must be allowed to take a paid crib time of 20 minutes' duration immediately after their finishing time and, after each ~~four~~4 hours of continuous work, a paid crib time of 30 minutes' duration.
- (c) In the event of an employee remaining at work after their usual finishing time without taking the crib time of 20 minutes and continuing at work for a period of ~~two~~2 hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- (d) For the purposes of clause 18.3, **usual finishing time** is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work and 17—Shiftwork.
- (e) Where shiftwork comprises ~~three~~3 continuous and consecutive shifts of eight hours per day inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work and 17—Shiftwork, paid crib time of

20 minutes' duration must be allowed in each shift. Crib time in each shift will be instead of any other rest period or cessation of work elsewhere prescribed by this award.

- (f) The provisions of clauses 18.3(b), 18.3(c), and 18.3(e) will not apply to an employee who is allowed the rest periods prescribed in clauses 23.2(b) and 23.2(c).

18.4 Working with toxic materials

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

18.5 Shaft or trench sinkers, etc.

Where shaft or trench sinkers or timberpersons are working at a depth of over 1.8 metres and where employees are driving at any depth in a tunnel or are engaged on similar work, the prescribed ordinary hours will include a daily crib time of 30 minutes which will count as time worked.

Part 4—Wages and Allowances

19. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
 Clause 19.7(c) amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

19.1 General

- (a) An employee within a level specified in the following table will be paid not less than the rate assigned to the appropriate classification, as defined in Schedule A—Classification Definitions, in which the employee is working:

Level	Minimum weekly rate	Minimum hourly rate
	\$	\$
Level 9 (ECW 9)	1,009.00	26.55
Level 8 (CW/ECW 8)	991.60	26.09
Level 7 (CW/ECW 7)	968.20	25.48
Level 6 (CW/ECW 6)	941.20	24.77
Level 5 (CW/ECW 5)	916.80	24.13

Level	Minimum weekly rate	Minimum hourly rate
	\$	\$
Level 4 (CW/ECW 4)	889.60	23.41
Level 3 (CW/ECW 3)	862.50	22.70
Level 2 (CW/ECW 2)	838.00	22.05
Level 1 (CW/ECW 1)— CW/ECW 1 (level d)	821.00	21.61
Level 1 (CW/ECW 1)— CW/ECW 1 (level c)	805.90	21.21
Level 1 (CW/ECW 1)— CW/ECW 1 (level b)	794.60	20.91
Level 1 (CW/ECW 1)— CW/ECW1 (level a)	778.60	20.49

- (b) The rates in clause 19.1(a) prescribe minimum classification rates only. The payment of additional allowances is required by other clauses of this award in respect of both weekly and hourly payments. The ordinary hourly rate for an employee’s classification is set out in clause 2—Definitions.
- (c) CW refers to construction workers in the general building and construction and civil construction sectors. ECW refers to engineering construction workers in the metal and engineering construction sector.

19.2 Leading hands

- (a) A person specifically appointed to be a leading hand must be paid at the rate of the following percentages of the weekly rates in clause 19.1(a) of the highest classification supervised, or the employee’s own rate, whichever is the higher, in accordance with the number of persons in the employee’s charge.

In charge of:	% of the appropriate weekly rate per week
1 person	2.4
2 - 5 persons	5.3
6 - 10 persons	6.7
More than 10 persons	9.0

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

19.3 Hourly rate calculation

(a) Daily hire employees—follow the job loading

- (i) The calculation of the hourly rate will take into account a factor of eight days in respect of the incidence of loss of wages for periods of unemployment between jobs.
- (ii) For this purpose the hourly rate, calculated to the nearest cent (less than half a cent to be disregarded), will be calculated by multiplying the sum of the appropriate amounts prescribed in:
 - clause 19.1—Minimum rates;
 - clause 22.2—Industry allowance;and where applicable,
 - clause 21.1—Tool and employee protection allowance;
 - clause 22.3—Underground allowance,by 52 over 50.4 (52/50.4) rounded to the nearest cent, adding to that subtotal the amount prescribed in clause 22.1—Special allowance, and dividing the total by 38.
- (iii) Provided that in the case of a carpenter-diver, the divisor will be 31, and for refractory bricklayers and their assistants the allowance contained in clause 22.8—Refractory bricklaying allowance, will be added to the hourly rate.

(b) Weekly hire employees

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

- clause 19—Minimum rates;
 - clause 22.1—Special allowance;
 - clause 22.2—Industry allowance;
- and, where applicable:
- clause 21.1—Tool and employee protection allowance;
 - clause 22.3—Underground allowance;
 - clause 22.11—Air-conditioning industry and refrigeration industry allowances;
 - clause 22.12—Electrician’s licence allowance; and
 - clause 22.13—In charge of plant allowance;
- and dividing the total by 38.

19.4 Presenting for work but not required

- (a) Clause 19.4 does not apply to casual employees.
- (b) A new employee, if engaged and presenting for work to commence employment and not being required, will be entitled to at least eight hours' work or payment for eight hours at the ordinary hourly rate, plus the appropriate allowance prescribed by clause 26—Fares and travel patterns allowance.
- (c) However, if the services of any employee are not required by reason of inclement weather, then the provision of clause 24—Inclement weather, will apply.

19.5 Mobile cranes capacity adjustment formula

Monetary amounts in this clause adjusted as a result of AWR 2019

For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes, an amount of **\$20.70** per week must be added to the base rate for Level 5 (CW/EW5) and above.

19.6 Piece rates

- (a) An employer and an employee may agree to remunerate the employee in whole or in part by piece rates, instead of (in whole or in part) the rates and allowances provided for in this award.
- (b) The agreement must be made without coercion or duress.
- (c) The employer must record a piece rate agreement made under ~~this~~ clause 19.6 in writing and provide a copy to the employee and must keep the agreement as a time and wages record.
- (d) The piece rate agreement must set out the following information:
 - (i) the parties to the agreement;
 - (ii) the date the agreement commences to operate; and
 - (iii) the basis on which the piece rate payment is made and how piecework will be measured.
- (e) An employee working under a piece rate agreement must:
 - (i) be paid no less than the amount which the employee would have been entitled to receive under the rates and allowances prescribed by this award if the piece rate agreement had not been made; and
 - (ii) not disadvantage the employee in relation to their terms and conditions of employment.
- (f) For the purpose of the [NES](#), the base rate of pay for a pieceworker is the base rate of pay as defined in the [NES](#).

- (g) For the purpose of the [NES](#), the full rate of pay for a pieceworker is the full rate of pay as defined in the [NES](#).
- (h) An agreement made under ~~this~~ clause 19.6 may be terminated by written agreement between the employer and the employee or by either party giving ~~four~~ 4 weeks' notice in writing to the other party and the agreement will cease to operate at the end of the notice period.

19.7 Apprentice rates

- (a) A person who has completed a full apprenticeship must not be paid less than the [standard rate](#).
- (b) An apprentice will be paid a minimum rate of pay calculated on the total of the percentage of the [standard rate](#) in the following tables, and the allowances prescribed in clause 19.7(c):
 - (i) Apprentices who commence a contract of training on or after 1 January 2014 (excluding apprentices covered by the Electrotechnology Training Package)

(A) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	Have not completed year 12	Have completed year 12
		% of the standard rate	
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	50	55
Stage 2	On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier.	60	65
Stage 3	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier.	75	75

Stage of apprenticeship	Minimum training requirements on entry	Have not completed year 12	Have completed year 12
		% of the standard rate	
Stage 4	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 3, whichever is the earlier.	90	90

(B) Three year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the standard rate
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 1	55
Stage 2	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier.	75
Stage 3	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier.	90

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

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

- (iii) Apprentices who commenced a contract of training before 1 January 2014:

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

- (c) In addition to the above rates apprentices will be paid amounts prescribed in:
- clause 22.2—Industry allowance;
 - clause 21.1—Tool and employee protection allowance;
 - the relevant percentage (as identified in clause 19.7(b) for the year of the apprenticeship) of the Special allowance contained in clause 22.1;
- and, where applicable,
- clause 22.3—Underground allowance; and
 - for refractory bricklaying apprentices the relevant percentage (as identified in clause 19.7(b) for the year of the apprenticeship) of the Refractory bricklaying allowance contained in clause 22.8
- as part of the ordinary weekly wage rate for all purposes.
- (d) Notwithstanding the nominal period, the apprenticeship (excluding apprentices covered by the Electrotechnology Training Package) is completed in a shorter period when:
- (i) the qualification specified in the contract of training is successfully completed; and
 - (ii) the apprentice has the necessary practical experience to achieve competency in the skills covered by the contract of training, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
 - (iii) the requirements of the relevant State/Territory training authority and any requirements of the Construction and Property Services Industry Skills

Council with respect to demonstration of competency and any minimum necessary work experience requirements are met; and

- (iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.

19.8 Adult apprenticeship

- (a) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the ordinary hourly rate of pay by virtue of entering into the contract of training.
- (b) Provided that for employees engaged in the general building and construction, and civil construction sectors, the provision in 19.8(a) will only apply to employees who have been employed by the employer for at least 6 months as a full-time weekly or daily hire employee, or 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.
- (c) For the purpose of fixing a rate of pay only, the adult apprentice will continue to receive the ordinary hourly rate of pay that is applicable to the classification or class of work specified in clause 19.1, and in which the adult apprentice was engaged immediately prior to entering into the contract of training.
- (d) Subject to clauses 19.8(a) and 19.8(c), the rate of pay of an adult apprentice will be the ordinary hourly rate prescribed for the lowest paid classification in clause 19.1 or the ordinary hourly rate prescribed by clause 19.7 for the relevant year of apprenticeship, whichever is the greater.

19.9 School-based apprentices

For employees undertaking a traineeship, see Schedule C—School-based Apprentices.

19.10 National training wage

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

- (a) The provisions of Schedule D—National Training Wage will apply in respect of traineeships, except that the following minimum wage rates will apply instead of those within clause D.5.1 of Schedule D.

(b) Civil construction traineeships

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

Item	Stage 1	Stage 2	Stage 3
	\$	\$	\$
Base rate	669.62	711.42	761.52
Industry allowance	31.91	31.91	31.91

Item	Stage 1	Stage 2	Stage 3
Special allowance	7.70	7.70	7.70
Total weekly rate	709.23	751.03	801.13

(c) Other traineeships

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

Item	Skill level B	Skill level A
	\$	\$
Base rate	582.92	600.92
Industry allowance	31.91	31.91
Special allowance	7.70	7.70
Weekly rate	622.53	640.53

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

19.11 Higher duties

An employee engaged for more than ~~two~~2 hours, during one day on duties carrying a higher rate than the employee’s ordinary classification, must be paid the higher rate for the whole day. Otherwise the employee must be paid the higher rate for the time worked at the higher classification.

20. Payment of wages

Frequency of payment of wages is being considered in matter [AM2016/8](#).

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

- 20.1** All wages, allowances and other monies must be paid in cash, or by cheque, bank cheque, electronic funds transfer (EFT) or similar transfer or any combination.
- 20.2** An employee paid by cheque must be allowed reasonable time, as agreed between the employer and the employee, to attend the branch of the employee’s bank nearest the workplace to cash cheques during working hours.
- 20.3** Subject to clause 20.5, payments must be paid and available to the employee not later than the end of ordinary hours of work on Thursday of each working week.
- 20.4** Where an employer made payment less frequently in compliance with:

- (a) a relevant award or award-based transitional instrument, prior to the making of this award on 1 January 2010; or
- (b) a Division 2B State award, prior to 1 January 2011,

the employer may continue to make payment at that frequency, subject to the agreement of employees and/or a majority of employees if required by the relevant award, award-based transitional instrument or Division 2B State award.

Payment of wages on termination is being considered in matter [AM2016/8](#).

- 20.5 When notice is given, all monies due to the employee must be paid at the time of termination of employment. Where this is not practicable, the employer will have ~~two~~ 2 working days to send monies due to the employee by registered post (or where paid by EFT the monies are transferred into the employee’s account).
- 20.6 If an employee is paid wages by cash or cheque and is kept waiting for their wages more than 15 minutes after the usual time of finishing work on pay day (for reasons not beyond the control of the employer), the employee is to be paid at overtime rates after that 15 minutes for the period they are kept waiting, with a minimum payment of 15 minutes.

21. Expense-related allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

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

21.1 Tool and employee protection allowance

Clause 21.1 considered by the Full Bench in [AM2016/23](#). Amendment to be made in accordance with [\[2018\] FWCFB 6019](#) at [362] and [\[2019\] FWCFB 8564](#) at [97] following a final determination being issued. See [draft determination](#).

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

Classification	Tool allowance \$ per week
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter cutter, marble and slate worker, stonemason or tilelayer	32.11
Caster, fixer, floorlayer specialist or plasterer	26.55
Refractory bricklayer or bricklayer	22.79

Classification	Tool allowance \$ per week
Roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction sector	16.82
Signwriter, painter or glazier	7.71

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

(i) **Bricklayers:**

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

(ii) **Carpenters and joiners:**

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

(iii) **Stonemasons:**

- all cutting tools, except mash hammers, squares, pitching tools and straight edges up to ~~four~~ 4 feet (1.2 metres) in length. On completion of engagement the cost of having all cutting tools sharpened; and/or

- jet sprays or some other suitable device for keeping the stone wet when using pneumatic surfacing machines and lathes.

(iv) Plasterers:

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

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

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

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

(vi) Civil construction employees:

- waterproof protective clothing required by an employee for particular tasks being performed;
- gloves, overalls, basil aprons and other appropriate protective clothing for employees using toxic substances, bitumen, tar, green timber, second-hand timber or bricks;
- a light coat or jacket with high visibility red markings for employees engaged on road work and/or railway work where traffic is not excluded by the use of continuous barriers or fences; and/or
- adequate detergents and solvents for the removal of excessive dirt, bitumen, emulsions, paint and similar substances from the employee's person.

Mess personnel will be reimbursed for the cost of purchasing at least ~~three~~ 3 sets of appropriate clothing which will be laundered and maintained by the employer. These items will include shorts, shirts, trousers, aprons and caps. The provisions of clause 21.1(b)(vi) do not apply where the items of clothing are provided free of charge by the employer. The items will remain the property of the employer.

(vii) All employees:

- all power tools and steel tapes over ~~six~~ 6 metres;
- gloves and hand protective paste for employees engaged in handling hot bitumen, creosote, oiled formwork, refractory repair work and in washing down brickwork;
- protective clothing for employees required to use muriatic acid;

- suitable material and/or coloured glass for the protection of employees working on oxyacetylene or electric arc welding;
- suitable screens to protect employees from flash where electric arc operators are working;
- gas masks for employees engaged upon work where gas is present; and/or
- hand protective paste for any painter, signwriter, plasterer or glazier who requires its use.

(viii) All employees other than refractory bricklayers

Where employees are required either by the employer or by legislation to wear steel toe capped safety boots the employer will reimburse employees for the cost of purchasing such boots on commencement of work. Subject to fair wear and tear, boots will be replaced each ~~six~~-6 months if required and sooner if agreed.

- (c) An employee required to use toxic substances covered by clause 23.2(i) in surroundings where there is an absence of adequate natural ventilation must be provided with:
- (i) an approved type of respirator and/or an approved type of hood with airline attached;
 - (ii) protective clothing as approved by the relevant safety authority;
 - (iii) soap and washing materials;
 - (iv) pneumatic rubber tyred wheelbarrow for loads of bricks and materials;
 - (v) overalls where necessary, when bricklayers are engaged on work covered by clauses 23.2(m) and 23.2(n).

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

The following special conditions will apply to bricklayers engaged on construction or repairs to refractory brickwork instead of clause 21.1(b)(viii) dealing with safety boots:

- (i) after ~~six~~-6 weeks employment, and on request from the employee, an allowance of **\$90.78** must be provided for the purchase of boots. The same allowance must be provided to cover the cost of replacement boots, provided that the allowance need not be paid more than once in any ~~six~~-6 month period dating from the time the allowance is first provided. The allowance is not payable where the employer provides boots; and/or
- (ii) employees provided with the allowance, or the boots, will accrue credit at the rate of **\$4.54** per week from the date of the request. An employee leaving, or being dismissed, before 20 weeks' employment after the date

of the request will repay the difference between the credit accrued and the \$90.78; and

- (iii) an employer must reimburse an employee for an x-ray once every ~~six-6~~ months, if requested by an employee engaged in refractory brickwork, or working in a tuberculosis home or hospital. Such x-rays may be taken during working hours and count as time worked. An employee who ceases work in a tuberculosis home or hospital may also request an x-ray on cessation of work.

21.2 Meal allowance

- (a) An employee required to work overtime for at least one and a half hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 17—Shiftwork, or 31—Annual leave, must be paid by the employer an amount of \$15.38 to meet the cost of a meal.
- (b) Clause 21.2 will not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance as provided for in clause 25—Living away from home—distant work, and is provided with a suitable meal.
- (c) An operator employee will be entitled to be paid \$15.38 for each meal after the completion of each ~~four-4~~ hours from the commencement of overtime.

21.3 Compensation for clothes and tools

- (a) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoiled by acid, sulphur or other deleterious substances, fire, molten metal or corrosive substances, must be paid such amount to cover the loss suffered by the employee as may be agreed upon between the employee and the employer.
- (b) An employee must be reimbursed by the employer to a maximum of \$1862.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness, or where the employee does not report for work because of illness or accident and has advised the employer of such absence.
- (c) An employee transporting their own tools must take all reasonable care to protect those tools and prevent theft or loss.
- (d) When an employer requires an employee to wear spectacles with toughened glass lenses the employer must pay the cost of the toughening process.
- (e) For the purposes of ~~this~~-clause_21.3:
 - (i) only tools used by the employee in the course of their employment will be covered by ~~this~~-clause_21.3(e);

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

22. Site and general wage-related allowances

Monetary amounts in this clause adjusted as a result of AWR 2019

Clause 22.8(c) amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

Administrative changes made by Modern Awards team to clause 22.10.

Clause 22 has been considered by the Full Bench in [AM2016/23](#). Amendments to be made in accordance with [\[2018\] FWCFB 6019](#), [\[2019\] FWCFB 6860](#) (see attached draft determination) and [\[2019\] FWCFB 8564](#) at [97] following a final determination being issued.

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

22.1 Special allowance

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

22.2 Industry allowance

In addition to the rates prescribed in clause 19—Minimum rates, an employee must be paid an allowance at the rate of **\$31.91** per week to compensate for the following disabilities associated with construction work:

- (a) climatic conditions when working in the open on all types of work;
- (b) the physical disadvantage of having to climb stairs or ladders;
- (c) the disability of dust blowing in the wind, brick dust and drippings from newly poured concrete;
- (d) sloppy and muddy conditions associated with the initial stages of the erection of a building;

- (e) the disability of working on all types of scaffolds or ladders, other than a swing scaffold, suspended scaffold, or a bosun's chair;
- (f) the lack of the usual amenities associated with factory work, (e.g. meal rooms, change rooms, lockers).

22.3 Underground allowance

- (a) An employee, other than an employee in an Operator classification, who is required to work underground must be paid an additional allowance of **\$15.53** per week for all purposes of the award in addition to the allowance prescribed in clause 22.2.
- (b) Provided that an employee required to work underground for no more than ~~four~~ 4 days or shifts in any ordinary week must be paid an additional **\$3.45** per day or shift and in addition the allowance prescribed in clause 22.2.
- (c) Where a shaft is to be sunk to a depth greater than ~~six-6~~ metres, the payment of the underground allowance will commence from the surface.
- (d) These allowances will not be payable to employees engaged upon pot and drive work at a depth of 3.5 metres or less.

22.4 Multistorey allowance

- (a) A multistorey allowance must be paid to all employees on-site whilst engaged in construction or renovation of a multistorey building to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.
- (b) Provided that for the purposes of clause 22.4 **renovation work** is work performed on existing multistorey buildings and such work involves structural alterations which extend to more than ~~two-2~~ storey levels in a building, and at least part of the work to be performed is above the ~~fourth-4th~~ floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.
- (c) In clause 22.4:

multistorey building means a building which will, when complete, consist of ~~five-5~~ or more storey levels

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

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

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

- (d) Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed 15 metres in height may be covered by clause 22.4, or by clause 23.3(a) by agreement between the employer and an employee.
- (e) **Plant room:** a plant room situated on the top of a building will constitute a further storey level if the plant room occupies **25%** of the total roof or an area of 100 square metres whichever is the lesser.

(f) **Rates**

- (i) Except as provided for in clause 22.4(g), an allowance in accordance with the following table must be paid to all employees on the building site. The higher allowances presented in respect of work on the 16th and subsequent floors will be paid to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls—rises above the floor level first designated in the allowance scale:

Storeys	\$ per hour
From the commencement of building to 15th floor level	0.59
From the 16th to 30th floor level	0.70
From the 31st to 45th floor level	1.09
From the 46th to 60th floor level	1.41
From the 61st floor level onward	1.73

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

(g) **Service cores**

- (i) All employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 23.3(a), calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period. (i.e. For this purpose, the highest point of the main structure will be regarded as though it were the ground in calculating the appropriate Towers allowance prescribed in clause 23.3(a)).
- (ii) Employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed herein.
- (iii) Provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance application to the main structure.

22.5 Laser operation allowance

(a) Application

Clause 22.5 applies when laser equipment is utilised for work within the scope of this award.

(b) Definitions

(i) Laser means any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to one millimetre primarily by the process of controlled stimulation emission.

(ii) Laser safety officer or LSO is an employee who in addition to the employee’s ordinary work is qualified to perform duties associated with laser safety and is appointed as such.

22.6 Laser safety officer allowance

An employee appointed by the employer to carry out the duties of a laser safety officer must be paid an additional **\$3.04** per day or part thereof when carrying out these duties, paid as a flat amount without attracting any premium or penalty.

22.7 Carpenter-diver allowance

Employees undertaking work normally performed by a carpenter-diver must be paid an additional **\$1.02** per hour extra which will be regarded as part of the ordinary hourly rate for all purposes of the award.

22.8 Refractory bricklaying allowance

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

Classification	\$ per hour
Refractory bricklayer	2.27
Refractory bricklayer’s assistant	1.93

(b) This allowance must be paid instead of all special rates prescribed in clause 23—Special rates, except clauses 23.2(b) and 23.2(c) and will be regarded as part of the ordinary hourly rate.

(c) An apprentice Refractory bricklayer must be paid the allowance on a proportionate basis reflecting the appropriate percentage of the adult rate/wage in clause 19.1.

22.9 Cofferdam worker

(a) Not under air pressure—employees must be paid an additional **\$14.66** extra per week;

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

22.10 First aid allowance

- (a) The first aid allowance will be paid to compensate for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications to an employee ~~who~~:
- (i) who is appointed by the employer to be responsible for carrying out first aid duties as they may arise;
 - (ii) who holds a recognised first aid qualification (as set out below) from the Australian Red Cross Society, St John Ambulance or similar body;
 - (iii) who is required by their employer to hold a qualification at that level;
 - (iv) whose ~~the~~ qualification satisfies the relevant statutory requirement pertaining to the provision of first aid services at the particular location where the employee is engaged; and
 - (v) whose first aid ~~those~~ duties are in addition to the employees normal duties, recognising what first aid duties encompass by definition;
- (b) The first aid allowance will be paid at the following additional rates:

The 'occupational health and safety' terminology has been referred to the Plain Language Full Bench. See [\[2019\] FWCFB 1255](#) at [41].

- (i) an employee who holds the minimum qualifications recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate of Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—**\$3.11** per day; or
 - (ii) an employee who holds a higher first aid certificate recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—**\$4.92** per day.
- (c) An employee will be paid only for the level of qualification required by their employer to be held, and there will be no double counting for employees who hold more than one qualification.

22.11 Air-conditioning industry and refrigeration industry allowances

- (a) In addition to the appropriate minimum ratewage prescribed in clause 19.1, an air-conditioning tradesperson and a refrigeration mechanic must be paid a weekly allowance of **\$68.14** as compensation for the various disabilities and peculiarities associated with on-site air-conditioning work or on-site refrigeration work.
- (b) An employee in receipt of this allowance will not be entitled to special rates in:
- clause 23.2(a)—Insulation;

- clause 23.2(b)—Hot work;
- clause 23.2(c)—Cold work;
- clause 23.2(d)—Confined space;
- clause 23.2(g)—Wet work;
- clause 23.2(h)—Dirty work;
- clause 23.2(l)—Asbestos eradication; and
- clause 23.2(q)—Height work.

22.12 Electrician's licence allowance

- (a) An employee engaged and working as an electrical tradesperson and who holds an appropriate electrician's licence must be paid a weekly allowance of **\$27.60** for all purposes of this award.
- (b) An appropriate electrician's licence for the purpose of clause 22.12 will be:
- New South Wales—a NSW Electrician's Licence;
 - Victoria—an A Grade Electrician's Licence;
 - South Australia—an A Grade Electrical Worker's Licence;
 - Tasmania—an A Grade Electrician's Licence; and
 - Queensland—an Electrical Mechanic's or Electrical Fitter/Mechanic's Licence.

22.13 In charge of plant

- (a) **In charge of plant** means:
- (i) when ~~two~~2 or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility;
 - (ii) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees;
 - (iii) when the employee is the only person of that class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work; or
 - (iv) where shifts are worked, the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work.

- (b) An employee who is in charge of plant must be paid an additional \$40.54 per week.

23. Special rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Clause 23 has been considered by the Full Bench in [AM2016/23](#). Amendments to be made in accordance with [\[2018\] FWCFB 6019](#), [\[2019\] FWCFB 6860](#) (see attached draft determination) and [\[2019\] FWCFB 8564](#) at [97] following a final determination being issued.

23.1 Conditions in respect of special rates

- (a) To avoid doubt, the special rates are allowances for the purpose of clause 5.1(d).
- (b) The special rates prescribed in this award must be paid irrespective of the times at which work is performed and will not, except where specified, be subject to any premium or penalty conditions.
- (c) This limitation does not apply to the all purpose special rates prescribed in clauses 23.2(m) and 23.2(n).
- (d) Where more than one of the special rates provides payments for disabilities of substantially the same nature, then only the highest of such rates will be payable unless otherwise provided.
- (e) The special rates must be paid to employees in addition to the other rates in this award.

23.2 Special rates applicable to all sectors

(a) Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite, or other recognised insulating material of a like nature, associated with similar disabilities in its use, must be paid an additional \$0.91 per hour or part thereof. This extra rate will also apply to an employee working in the immediate vicinity who is affected by the use of such materials.

(b) Hot work

- (i) An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius must be paid an additional \$0.73 per hour or part thereof. In temperatures exceeding 54 degrees Celsius, an employee must be paid an additional \$0.91 per hour or part thereof.
- (ii) Where such work continues for more than ~~two~~ 2 hours, the employee will be entitled to 20 minutes' rest after every ~~two~~ 2 hours work without loss

of pay, not including the special rate provided by ~~this subclause~~ clause 23.2(b).

(c) Cold work

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius must be paid an additional **\$0.73** per hour. Where such work continues for more than ~~two-2~~ hours, the employee will be entitled to 20 minutes' rest after every ~~two-2~~ hours work without loss of pay, not including the special rate provided by ~~this subclause~~ clause 23.2(c).

(d) Confined space

- (i) An employee required to work in a confined space must be paid an additional **\$0.91** per hour or part thereof.
- (ii) **Confined space** means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

(e) Swing scaffold

- (i) An employee required to work from any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, or a suspended scaffold requiring the use of steel or iron hooks or angle irons must be paid the appropriate allowance set out below corresponding to the storey level at which the anchors or bracing, from which the stage is suspended, have been erected. The allowance must be paid for a minimum of ~~four-4~~ hours' work or part thereof until construction work has been completed.

Height of bracing	First four-4 hours	Each additional hour
	\$	\$
0–15 storeys	5.29	1.09
16–30 storeys	6.83	1.43
31–45 storeys	8.08	1.63
46–60 storeys	13.23	2.72
greater than 60 storeys	16.87	3.50

- (ii) An apprentice with less than ~~two-2~~ years' experience must not use a swing scaffold or bosun's chair, and further provided that solid plasterers when working off a swing scaffold must receive an additional **\$0.16** per hour.
- (iii) Payments contained in clause 23.2(e) are in recognition of the disabilities associated with the use of swing scaffolds.
- (iv) For the purposes of ~~this clause~~ 23.2(e):
 - **completed** means the building is fully functional and all work which is part of the principal contract is complete;

- **storeys** will be given the same meaning as a storey level in clause 22.4.

(f) Explosive powered tools

An operator of explosive powered tools, who is required to use an explosive powered tool, must be paid an additional **\$1.73** for each day on which the employee uses such a tool.

(g) Wet work

An employee working in any place where water is continually dripping such that clothing and boots become wet, or where there is water underfoot, must be paid an additional **\$0.73** per hour whilst so engaged.

(h) Dirty work

An employee engaged on unusually dirty work must be paid an additional **\$0.73** per hour.

(i) Toxic substances

(i) Employees using toxic substances or materials of a like nature must be paid an additional **\$0.91** per hour. Employees working in close proximity to employees so engaged must be paid an additional **\$0.73** per hour.

(ii) Toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives and include a ~~two~~2 pack catalyst system.

(j) Fumes

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

(k) Asbestos

Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards as required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to employees using such materials, must be paid an additional **\$0.91** per hour whilst wearing such equipment.

(l) Asbestos eradication

Employees engaged in the process of asbestos eradication (defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of or contain asbestos) on the performance of work within the scope of this award, must receive an additional **\$2.45** per hour worked, but will not be paid special rates prescribed in ~~this~~ clause 23.2 with the exception of:

- clause 23.2(b)—Hot work;

- clause 23.2(c)—Cold work;
- clause 23.2(e)—Swing scaffold;
- clause 23.3(d)—Plaster or composition spray;
- clause 23.3(h)—Second-hand timber; and
- clause 23.2(n)—Acid work.

(m) Furnace work

An employee engaged in the construction of, or alteration or repairs to, boilers, flues, furnaces, retorts, kilns, ovens, ladles, and similar refractory work must be paid an additional **\$1.93** per hour. This additional rate will be regarded as part of the ordinary hourly rate for all purposes.

(n) Acid work

An employee required to work on the construction of or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork must be paid an additional **\$1.93** per hour. This additional rate will be part of the ordinary hourly rate for all purposes.

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

- (i) Employees employed laying blocks (other than concrete blocks for plugging purposes) must be paid the following additional rates:
- where the blocks weigh over 5.5 kg and under 9 kg—**\$0.73** per hour;
 - where the blocks weigh 9 kg to 18 kg—**\$1.32** per hour;
 - where the blocks weigh over 18 kg—**\$1.86** per hour.
- (ii) This special rate will not apply to employees being paid the extra rate for refractory work.
- (iii) Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks will be paid the rates prescribed in clause 23.2(o).

(p) Bitumen work

An employee handling hot bitumen or asphalt or dipping materials in creosote, must be paid an additional **\$0.91** per hour.

(q) Height work

An employee, other than an employee working on a bosun's chair or swinging stage, working on any structure at a height of more than ~~nine~~**9** metres where an adequate fixed support not less than 0.75 metres wide is not provided, must be paid an additional **\$0.66** per hour. This provision does not apply in addition to the towers allowance prescribed in clause 23.3(a).

(r) Suspended perimeter work platform

- (i)** This allowance applies to employees engaged on construction work (including renovation or refurbishment work) performed on a suspended perimeter work platform (other than a swinging stage or bosun's chair) which uses a mechanical, hydraulic or other form of propulsion (not being rope or cable suspended) to relocate the work platform at different levels on the perimeter of a building or structure. An example of this type of system includes the Lubeca Façade System.
- (ii)** The allowance payable is an additional **\$1.11** per hour and is to be paid instead of swing scaffold and multistorey allowance for all employees working on suspended perimeter work platform systems.

(s) Employee carrying fuels, oils and greases

An employee required by the employer to carry any fuels, oils and/or greases in the employees own vehicle for use in the employer's plant must be paid an additional **\$12.08** per day in addition to any amount payable under clause 26—Fares and travel patterns allowance, for each day the employee is so required by the employer to carry such materials.

(t) Pile driving

Where a mobile crane in excess of 15 tonnes is required to perform pile driving at any site or installation or is required to be involved in the extraction process, the operator must receive an additional **\$17.25** per day or part thereof.

(u) Dual lift allowance

Where ~~two~~2 or more forklifts or cranes are engaged on any lift the drivers thereof must be paid an additional **\$3.68** for each day or part thereof so occupied.

(v) Stonemasons—cutting tools

If cutting tools are not provided the employer must pay an additional **\$0.05** per hour.

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

(a) Towers allowance

- (i)** An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height must be paid for all work above 15 metres, an additional **\$0.73** per hour with **\$0.73** per hour additional for work above each additional 15 metres.
- (ii)** Stonemasonry employees not provided with mechanical means for the handling, lifting and placing of heaving blocks must be paid the rates prescribed in clause 23.2(o).

(b) Cleaning down brickwork

An employee required to clean down bricks using acids or other corrosive substances must be paid an additional **\$0.66** per hour.

(c) Bagging

Employees engaged upon bagging brick or concrete structures must be paid an additional **\$0.66** per hour.

(d) Plaster or composition spray

An employee using a plaster or composition spray must be paid an additional **\$0.73** per hour whilst so engaged.

(e) Slushing

An employee engaged in slushing must be paid an additional **\$0.73** per hour.

(f) Dry polishing of tiles

Employees engaged on dry polishing of tiles where machines are used must be paid an additional **\$0.91** per hour or part thereof.

(g) Cutting tiles

An employee engaged at cutting tiles by electric saw must be paid an additional **\$0.91** per hour whilst so engaged.

(h) Second-hand timber

Where, whilst working with second-hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber the employee will be entitled to an allowance of **\$2.86** per day on each day upon which the employee's tools are so damaged. No allowance will be payable under **this** clause 23.3(h) unless it is reported immediately to the employer's representative on the job in order that they may prove the claim.

(i) Roof repairs

Employees engaged on repairs to roofs must be paid an additional **\$0.91** per hour, provided that instead of this rate roof slaters and tilers must be paid in accordance with the following:

- (i)** An employee who works on a roof at a height of over 15 metres measured at the loading point of the tiles at ground level to the eaves, must be paid an additional **\$0.66** per hour.
- (ii)** An employee who works on a roof at a height of over 15 metres measured at the loading point of the tiles at ground level to the eaves and the pitch of which is over 35 degrees or over 40 degrees must be paid the sum of **\$0.91** and **\$1.32** per hour respectively, rather than the allowance in clause 23.3(i)(i).

(j) Computing quantities

Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees must be paid an additional **\$5.29** per day or part thereof. This allowance will not apply to an employee classified as a leading hand and receiving an allowance prescribed in clause 19.2.

(k) Grindstone allowance

An allowance of **\$7.76** per week must be paid to each carpenter or joiner where a grindstone or wheel is not made available.

(l) Brewery cylinders—painters

(i) A painter in brewery cylinders or stout tuns must be allowed a 15 minute spell in the fresh air at the end of each hour worked. Such 15 minutes will be counted as working time and will be paid for as such.

(ii) The rate for working in brewery cylinders or stout tuns will be **150%** of the ordinary hourly rate. When an employee is working overtime and is required to work in brewery cylinders and stout tuns the employee must be paid the overtime rates payable in clause 29.4 and an additional **50%** of the ordinary hourly rate.

(m) Certificate allowance

(i) A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person must be paid an additional **\$0.73** per hour.

(ii) This allowance is not cumulative on the allowance for swing scaffolds.

(n) Spray application—painters

An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the appropriate certifying authority, must be paid an additional **\$0.73** per hour.

(o) Pneumatic tool operation

A stonemason using pneumatic tools of 2.75 kilograms or over in weight must be paid an additional **\$4.00** each day on which the employee uses such a tool.

(p) Bricklayer operating cutting machine

One bricklayer on each site is to operate the cutting machine and must be paid an additional **\$0.91** per hour or part thereof while so engaged.

(q) Hydraulic hammer

An operator of a hydraulic hammer attached to an excavator must be paid an additional **\$1.23** per hour for all purposes.

(r) **Waste disposal**

Plant operators working in landfill and garbage tips must be paid an additional **\$1.52** per hour for each hour worked with a minimum payment of ~~three~~ **3** hours each day. This allowance compensates for the special disabilities associated with the offensive and obnoxious nature of the duties of solid and liquid waste and garbage disposal. The allowance will be paid for each hour the employees are suffering the disabilities and will not form part of the ordinary hourly rate for all purposes of the award.

23.4 Special rates applicable only to the civil construction sector

(a) **Pipe enamelling**

An employee engaged on the enamelling of pipe joints by hand, on-site, must be paid an additional **\$7.76** per day or part thereof.

(b) **Powdered lime dust**

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

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

(ii) The provisions of clause 23.4(b) do not apply where the protective clothing is supplied by the employer.

(iii) In addition, the employer must maintain at or near the work site or other place where such lime is being used, adequate facilities to enable any employee whose skin is contaminated with lime either directly or through their ordinary clothing to wash the affected area. A supply of barrier cream and hand cleanser must be provided for the use of any employee required to handle powdered lime.

(iv) Employees engaged in carrying out lime work will be obliged to wear the protective clothing supplied by the employer.

(v) Each employee exposed to powdered lime dust whilst engaged in spreading or mixing powdered lime must, during the time they are so exposed, be paid an additional **\$0.79** per hour in addition to all other rates payable in this award.

(c) Sand blasting

An employee required to use a sand blasting machine must be paid an additional **\$0.09** per hour or part of an hour whilst so engaged.

(d) Live sewer work

An employee who works in a situation where there is direct aerial connection with a sewer through which sewerage is flowing, must be paid an additional **\$0.66** per hour.

(e) Timbering

Any sinker required to timber any shaft, drive or trench must be paid an additional **\$0.82** per hour or part thereof.

(f) Special work

A driver operating a tractor fitted with a blade and using such blade in breaking trail in heavy sidling country must be paid an additional **\$0.09** per hour for each day or part of a day when so occupied.

(g) Compressed air work

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

Gauge reading	Rate per hour worked and spent in compression and decompression
	\$
0 to 35 kPa	1.57
Over 35 and up to 65 kPa	1.97
Over 65 and up to 100 kPa	4.00
Over 100 and up to 170 kPa	7.95
Over 170 and up to 225 kPa	13.23
Over 225 and up to 275 kPa	25.36

(h) Cutting stone

An employee engaged at cutting stone, blocks and bricks by power saw will be paid an additional **\$0.91** per hour or part thereof.

24. Inclement weather

24.1 ~~This~~ ~~e~~ Clause 24 applies to general building and construction and the civil construction sector only.

24.2 **Inclement weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature

or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

- 24.3** The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in ~~this~~ clause 24.2 apply.
- 24.4** The time work stops due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.
- 24.5** When inclement weather conditions exist an affected employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.
- 24.6** Where a concrete pour is completed in accordance with clause 24.5, work will be paid at the rate of **200%** of the ordinary hourly rate calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home for the remainder of the day without loss of pay.
- 24.7** Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any ~~four~~4 week period for each employee. Payment is subject to adherence to the terms of ~~this~~ clause 24.
- 24.8** If an employee commences employment during a ~~four~~4 week period the employee will be credited with:
- (a) 32 hours where the employee commences on any working day within the first week;
 - (b) 24 hours where the employee commences on any working day within the second week;
 - (c) 16 hours where the employee commences on any working day within the third week; and
 - (d) eight hours where the employee commences on any working day within the ~~fourth~~4th week in any ~~four~~4 week period.
- 24.9** The first period will be deemed to commence on the first Monday after 28 December 2009 and subsequent periods will commence at ~~four~~4 weekly periods thereafter, provided that a calendar that was being used immediately before 15 July 2013 may still apply.

24.10 An employee working on a part-time basis pursuant to clause 11—Part-time weekly hire employees, will be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the ~~four~~4 week period. The method of calculation of a part-time daily hire employee’s proportionate employment will be as follows:

$$32 \times \frac{\text{Number of hours agreed to be worked during the } \del{four} \u{4} \text{ week period}}{152}$$

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24.11 Inclement weather occurring during overtime will not be taken into account for the purposes of ~~this~~ clause 24 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

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

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

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

24.14 Additional wet weather procedure

(a) Remaining on site

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

- (i) for more than an accumulated total of ~~four~~4 hours of ordinary time in any one day; or
- (ii) after the meal break, as provided in clause 18.1, for more than an accumulated total of **50%** of the normal afternoon work time; or
- (iii) during the final ~~two~~2 hours of the normal work day for more than an accumulated total of one hour;

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

Where, by agreement between the employer and the employees, employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the employees’ hours. Wet time occurring during overtime will not be taken into account for the purposes of ~~this subclause~~ clause 24.14(a).

(b) Rain at starting time

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

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

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

25. Living away from home—distant work

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Clause 25 considered by the Full Bench in [AM2016/23](#). Amendment to be made in accordance with [\[2018\] FWCFB 6019](#) and [\[2019\] FWCFB 8564](#) at [10] and [97] following a final determination being issued.

25.1 Qualification

- (a) ~~This e~~Clause 25 operates when an employee is employed on construction work at such a distance from the employee's usual place of residence or any separately maintained residence that the employee cannot reasonably return to that place each night, provided that:
 - (i) the employee is not in receipt of relocation benefits;
 - (ii) the employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
 - (iii) the employee has provided the details of their usual place of residence, or any separately maintained address to the employer.
- (b) The employee is not entitled to payment under ~~this~~ clause 25 if the employee has knowingly made a false statement regarding the details required in clause 25.2.

25.2 Employee's address

- (a) On engagement, an employee must provide the employer with their address at the time of application, the address of any separately maintained residence and, if requested, reasonable documentary proof of those details.
- (b) No subsequent change of address will entitle an employee to the provisions of ~~this~~ clause 25 unless the employer agrees.

25.3 Entitlement

- (a) Where an employee qualifies under clause 25.1 the employer will:
- (i) pay a living away from home allowance of **\$503.40** per complete week. In the case of broken parts of the week the living away from home allowance will be **\$72.02** per day. This allowance may be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed; or
 - (ii) provide the worker with reasonable board and lodging in a well kept establishment with ~~three~~3 adequate meals each day; or
 - (iii) where employees are required to live in camp, provide all board and accommodation free of charge.
- (b) The accommodation provided will be of a reasonable standard having regard to the location in which work is performed, including the provision of reasonable ablution/laundry, recreational and kitchen facilities, as well as reasonable external lighting, mail facilities, radio or telephone contact and fire protection.

25.4 Messing system

- (a) Where 10 or more employees are engaged, the employer will provide a cook. If there are less than 10 employees, the employer must reimburse employees for food reasonably purchased by them for their own use or must reimburse the reasonable cost of meals consumed in the nearest recognised centre, provided ~~this subclause 25.4(a)~~ will not apply where the employee is provided with ~~three~~3 meals per day in accordance with clause 25.3(a)(ii).

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

Camp attendant means an employee engaged for the purpose of maintaining a camp in a clean and hygienic condition.

- (c) In all camps the employer must provide labour for the purpose of maintaining the camp in a clean and hygienic condition.
- (d) Where an employer has established a camp site and provides facilities for employees living in their own caravan, the employer must provide reasonable space for the caravans.

25.5 Camping allowance

An employee living in a construction camp where free messing is not provided must receive a camping allowance of **\$203.61** for every complete week the employee is available for work. In the case of broken weeks, the camping allowance will be **\$29.06** per day including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately before and after each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if the unauthorised absence occurs on the working day immediately before or after a Saturday or Sunday, the allowance will not be payable for the Saturday and Sunday.

25.6 Camp meal charges

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

25.7 Travelling expenses

An employee who is sent by an employer to a job which qualifies the employee for the provisions of ~~this~~ clause 25 will not be entitled to any of the allowances prescribed by clause 26—Fares and travel patterns allowance, for the period occupied in travelling from the employee's usual place of residence to the distant job, but instead will be entitled to the following benefits:

(a) Forward journey

(i) An employee must:

- be provided with appropriate transport or be paid the amount of a fare on the most appropriate method of public transport to the job (bus, economy air, second class rail with sleeping berths if necessary), and any excess payment due to transporting tools if such is incurred; and
- be paid for the time spent in travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel; and
- be paid **\$15.38** per meal for any meals incurred while traveling.

(ii) The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within ~~two~~ 2 weeks of commencing on the job and who does not immediately return to the employee's place of engagement.

(b) Return journey

(i) An employee will, for the return journey, receive the same payments provided for the forward journey (see clause 25.7(a)). In addition, daily hire employees will receive an amount of **\$20.81** to cover the cost of transport and transporting tools from the main public transport terminal to the employee's usual place of residence.

(ii) The return journey payments will not be paid if the employee terminates or discontinues employment within ~~two~~ 2 months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct at any time.

(c) Travelling time calculations

For the purpose of ~~this~~ clause 25.7, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work (or the return journey, as the case may be).

(d) Daily fares allowance

An employee engaged on a job who qualifies under the provisions of ~~this~~ clause 25 and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) must be paid the allowance prescribed by clause 26—Fares and travel patterns allowance.

(e) Weekend return home

- (i)** An employee who notifies the employer, no later than Tuesday of each week, of their intention to return to their usual place of residence at the weekend and who returns to such usual place of residence for the weekend, must be paid an allowance of **\$35.28** for each occasion provided that the employee does not miss any ordinary hours of work.
- (ii)** An employee who is receiving the living away from home allowance pursuant to clause 25.3(a)(i) or camping allowance pursuant to clause 25.5 is not entitled to payment under clause 25.7(e)(i).
- (iii)** When an employee returns to their usual place of residence for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance in clause 25.3 will be made.

(f) Rest and recreation

(i) Rail or road travel

An employee working on a job which qualifies the employee for the provisions of ~~this~~ clause 25, may, after ~~two~~ 2 months' continuous service and thereafter at ~~three~~ 3 monthly periods of continuous service, return to the employee's usual place of residence at the weekend. If the employee does so, the employee will be provided with transport or be paid the amount of a bus or second class return railway fare to the bus or railway station nearest the employee's usual place of residence on the pay day which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

(ii) Air travel

- Notwithstanding any other provisions contained in clause 25.7(f)(i) and instead of such provisions, the following conditions will apply to an employee who qualifies under clause 25.1 where such construction work is located in any other area to which air transport is the only practicable means of travel. An employee may return home after ~~four~~ 4 months' continuous service and will in such circumstances be entitled to ~~two~~ 2 days' leave with pay in addition to the weekend, provided that the entitlement in respect of an employee in the civil construction sector will arise after 10 weeks' continuous service.

- Thereafter the employee may return to the employee's usual place of residence after each further period of ~~four~~4 months' continuous service, and in each case will be entitled to ~~two~~2 days' leave of which one day will be paid leave.
 - Payment for leave and reimbursement for any economy air fare paid by the employee will be made at the completion of the first pay period commencing after date of return to the job.
- (iii) Clauses 25.7(f)(i) and 25.7(f)(ii) do not apply where the work the employee is engaged upon will terminate in the ordinary course within a further 28 days after the expiration of any such period of ~~two~~2 or ~~three~~3 months.
- (iv) **Limitation of entitlement**
- An employee will be entitled to either clauses 25.7(f)(i) and 25.7(f)(ii) and such option will be established by agreement as soon as practicable after commencing on distant work. The entitlement will be available as soon as reasonably practical after it becomes due and will lapse after a period of ~~two~~2 months, provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date ~~two~~2 months later. Proof of such written notice will lie with the employer.
- (v) **Service requirements**
- For the purpose of clauses 25.7(f)(i) and 25.7(f)(ii), service will be deemed to be continuous notwithstanding an employee's absence from work as prescribed in ~~this~~clause 25.7(f).
- (vi) **Variable return home**
- In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlement.
- (vii) **No payment instead**
- Payment of fares and leave with pay as provided for in clauses 25.7(f)(i) and 25.7(f)(ii) will not be made unless utilised by the employee.
- (viii) **Alternative paid day off procedure**
- If the employer and the employee agree, any accrued rostered days off (RDO) as prescribed in clause 16—Ordinary hours of work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave.

(ix) Termination of employment

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

26. Fares and travel patterns allowance

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked

Administrative change made by Modern Awards team to clause 26.4.

Clause 26 considered by the Full Bench in [AM2016/23](#). Amendment to be made in accordance with [\[2018\] FWCFB 6019](#) and [\[2019\] FWCFB 8564](#) at [97] following a final determination being issued. See [draft determination](#).

26.1 Travelling time

- (a) Employees will start and finish work on the job at the usual starting and finishing times within which ordinary hours may be worked, and will transfer from site to site as directed by the employer.
- (b) Other than in the case of an employee directed by the employer to pick up and/or return other employees to their homes, time spent by an employee travelling from the employee's home to the job and return outside ordinary hours will not be regarded as time worked.
- (c) No travelling time payment is required except as provided for in clause 21.1, 25.7, 26.5, 26.7 and 29.5.
- (d) The fares and travel patterns allowance recognises travel patterns and costs peculiar to the industry, which include mobility in employment and the nature of employment on construction work.

26.2 Metropolitan radial areas

An employee, other than an employee in the metal and engineering construction sector who is required to start or finish work at the employer's workshop, yard or depot other than on a construction site, must be paid an allowance of **\$17.43** per day for each day worked when employed on construction work, at a construction site located:

- (a) within a radius of 50 kilometres of the GPO in a capital city of a State or Territory; or
- (b) within a radius of 50 kilometres of the principal post office in a regional city or town in a State or Territory.

26.3 Distant work

The allowance prescribed in clause 26.2 must be paid to employees employed on distant work (as defined in clause 25.1), when the work is carried out within a radius

of 50 kilometres from the place where, with the employer's approval, the employee is accommodated.

26.4 Country radial areas

- (a) An employer with a business or branch or section thereof (for the purpose of engagement) that is established in any place (other than on a construction site) outside the areas mentioned in clause 26.2, must pay their employees the allowances prescribed in clause 26.2 for work located within a radius of 50 kilometres from the post office nearest the employer's establishment.
- (b) Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated address will be used for purposes of ~~this~~ clause 26.4 and employees are entitled to the provisions of clause 26.5 when travelling to a job outside such radial area.

26.5 Travelling outside radial areas

Where an employer requires an employee to travel daily from inside one radial area mentioned in clauses 26.2, 26.3 and 26.4, to work on a construction site outside that area, the employee will be entitled to:

- (a) the allowance prescribed in clause 26.2 for each day worked; and
- (b) in respect of travel from the designated boundary to the job and return to that boundary:
 - (i) the time outside ordinary working hours reasonably spent in such travel, which will be paid at the ordinary hourly rate, and calculated to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey; and
 - (ii) any expenses necessarily and reasonably incurred in such travel, which will be \$0.47 per kilometre where the employee uses their own vehicle.

26.6 Residing outside radial areas

An employee whose residence is outside the radial areas prescribed in clauses 26.2, 26.3 and 26.4 and who crosses a radial boundary to travel to a construction site, will be entitled to the allowance prescribed in clause 26.2 for each day worked but not payment for the time reasonably spent in travelling from the designated radial boundary to the job and return to the radial boundary.

26.7 Travelling between radial areas

The provisions of clause 26.5 will apply to an employee who is required by the employer to travel daily from one of those areas mentioned in clauses 26.2, 26.3 and 26.4 to an area, or to another area, mentioned in clauses 26.2, 26.3 and 26.4.

26.8 Provision of transport

- (a) No allowances, other than those prescribed in clauses 26.5 and 26.7 and in the circumstances described in clause 26.8(b), will be payable on any day on which

the employer provides or offers to provide transport free of charge from the employee's home to the place of work and return.

- (b) The allowance prescribed in ~~this~~ clause 26.2 will be payable on any day for which the employer provides a vehicle free of charge to the employee for a purpose related to their contract of employment, and the employee is required by the employer to drive this vehicle from the employee's home to their place of work and return.

26.9 Transfer during working hours

- (a) An employee transferred from one site to another during working hours will be paid for the time occupied in travelling and, unless transported by the employer, must be paid reasonable cost of fares by the most convenient public transport between such sites.
- (b) Provided that where an employee agrees to their employer's request to use the employee's own car for such a transfer, the employee must be paid an allowance at the rate of \$0.78 per kilometre.

26.10 Daily entitlement

- (a) The travelling allowances prescribed in ~~this~~ clause 26_ will be payable for:
 - (i) any day upon which the employee performs or reports for duty, or allocation of work; and
 - (ii) any rostered day off taken as prescribed in clauses 16—Ordinary hours of work, and 17—Shiftwork.
- (b) The allowances prescribed in ~~this subclause~~ clause 26_ will be taken into account when calculating the annual leave loading.
- (c) The allowances prescribed by ~~this subclause~~ clause 26 will not be taken into account for calculating overtime, penalty rates, annual or personal/carer's leave entitlements.

26.11 Work in fabricating yard

When an employee is required to perform prefabricated work in an open yard and is then required to erect or fix on-site, the provisions of ~~this~~ clause 26_ will apply.

26.12 Apprentices

Administrative changes made by Modern Awards team to clause 26.12(b).

- (a) Apprentices will be entitled to a proportion of the allowances prescribed in clauses 26.2, 26.3 and 26.4 in accordance with the following scale:
 - (i) on the ~~first~~ 1st year rate—75% of amount prescribed;
 - (ii) on ~~second~~ 2nd year rate—85% of amount prescribed;
 - (iii) on ~~third~~ 3rd year rate—90% of amount prescribed;

- (iv) on ~~fourth~~ 4th year rate—95% of amount prescribed.
- (b) ~~(i)~~—Apprentices will only receive the allowances prescribed in clause 26.12(a) for days when they attend work and any rostered day off.
- (c) Apprentices will not be paid the allowance in clause 26.12(a) for days they attend an RTO for training and assessment in accordance with the contract of training.
- (d) When a school-based apprentice attends off-the-job training or assessment not at the school at which they are enrolled they will receive 25% of the allowance prescribed in clause 26.12(a).

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

The monetary allowances prescribed in clauses 25—Living away from home—distant work, and 26—Fares and travel patterns allowance, will be adjusted in accordance with clause B.2.1.

NOTE: See Schedule B—Summary of Monetary Allowances [for a summary of monetary allowances.](#)

~~See Schedule C for a summary of monetary allowances.~~

27. Accident pay

~~This eC~~ 27 commences on 15 October 2015.

27.2 The employer must pay an employee accident pay.

27.3 **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and their ordinary hourly rate for 38 hours work, and any RDO accrued entitlements prescribed by clause 16—Ordinary hours of work or clause 17—Shiftwork. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the ordinary hourly rate for that period. The ordinary hourly rate does not include over award payments, shift loadings or overtime.

27.4 Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total of 26 weeks in respect to the employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.

27.5 The termination of the employee's employment for any reason whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with clause 27.4.

- 27.6** Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date of receipt of the lump sum by the employee.
- 27.7** 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 27, the employer may apply to the Fair Work Commission for that scheme to apply instead of ~~this~~ clause 27.
- 27.8** For a casual employee the weekly payment as defined in clause 27.3 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 and overtime.
- 27.9** If an employee entitled to accident pay under ~~this~~ clause 27 returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.
- 27.10** For the avoidance of doubt, an employee will not be entitled to any payment under ~~this~~ clause 27 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.

28. Superannuation

Administrative changes made by Modern Awards team to clause 28.3(c).

28.1 Superannuation legislation

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

28.2 Employer contributions

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

28.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 28.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under ~~paragraph~~ clauses 28.3(a) or 28.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or 28.3(b) was made.

28.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) or 28.3(b) to one of the following superannuation funds or its successor:

- (a) Construction and Building Industry Super (Cbus);
- (b) Building Unions Superannuation (Queensland) (BUSS(Q));
- (c) AUST(Q);
- (d) AustralianSuper;
- (e) CareSuper;
- (f) Tasplan;
- (g) SunSuper;
- (h) Statewide Superannuation Trust;
- (i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (j) a superannuation fund or scheme which the employee is a defined benefit member of.

28.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 28.1(a) and pay the amount authorised under clauses 28.3(a) or 28.3(b):

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

Part 5—Overtime and Penalty Rates

29. Overtime

Clause 29.1 substituted in accordance with [\[2018\] FWCFB 6680](#); [\[2019\] FWCFB 5409](#) and [PR710995](#).

~~29.1—Requirement to work reasonable overtime~~

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

29.1 Reasonable overtime

- (a) Subject to section 62 of the Act and clause 29.1, an employer may require an employee to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of ~~this~~ clause 29.1 the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;

- (ii) the employee’s personal circumstances, including family responsibilities;
- (iii) the needs of the workplace or enterprise in which the employee is employed;
- (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (v) any notice given by the employer of any request or requirement to work the additional hours;
- (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (viii) the nature of the employee’s role, and the employee’s level of responsibility; and
- (ix) any other relevant matter.

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

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

29.4 Payment for working overtime

All time worked beyond an employee’s ordinary time of work (inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work and 17—Shiftwork), Monday to Friday, must be paid for at the rate of **150%** of the ordinary hourly rate for the first ~~two~~2 hours and **200%** thereafter.

29.5 Recall to work overtime

- (a) An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) must be paid for a minimum of ~~three~~3 hours’ work at the appropriate rates for each time the employee is so recalled.
- (b) The employee will not be required to work the full ~~three~~3 hours if the job the employee was recalled to perform is completed within a shorter period, unless unforeseen circumstances arise.
- (c) Clause 29.5 will not apply in cases where it is customary for an employee to return to the employer’s premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

29.6 Work during meal break—day workers

- (a) If an employer requires an employee to work during the time prescribed by clause 18.1 for finishing of work, the employee must be paid at the rate of **200%** of the ordinary hourly rate for the period worked between the prescribed time of finishing and the beginning of the time allowed in substitution for the meal break.
- (b) If the finishing time is shortened at the request of the employee to the minimum of 30 minutes prescribed in clause 18.1 or to any other extent (not being less than 30 minutes) the employer will not be required to pay more than the ordinary hourly rate of pay for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.

29.7 Transport after overtime

- (a) When an employee finishes work at a time when reasonable means of transport are not available, after having worked overtime and/or a shift for which the employee has not been regularly rostered, the employer must pay the cost of, or provide, transport to the employee's home or to the nearest public transport.
- (b) The provisions of clause 29.7 must apply in respect of work on a holiday.

29.8 Consecutive hours off duty

- (a) An employee who works so much overtime:
 - (i) between the termination of the employee's work day or shift, and the start of the employee's work in the next day or shift that the employee has not had at least 10 consecutive hours off duty between these times; or
 - (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 starting time on the next ordinary day or shift;

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

- (b) The provisions of clause 29.8(a) must apply in respect of work on a holiday.
- (c) An employee who has worked continuously (except for meal and crib times allowed by this award) for 20 hours must not be required to continue at or start work for at least 12 hours.
- (d) If, on the instructions of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, the employee must be paid at **200%** of the ordinary hourly rate until the employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (e) The provisions of clause 29.8 will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

29.9 All work performed on any of the holidays prescribed by the [NES](#) or substituted instead thereof, must be paid at **250%** of the ordinary hourly rate.

29.10 An employee required to work on a holiday must be afforded at least ~~four~~4 hours' work or be paid for ~~four~~4 hours at the appropriate rate.

29.11 All work performed on a Saturday or a Sunday will be paid in accordance with clause 30—Penalty rates.

30. Penalty rates

30.1 Weekend and public holiday work

- (a) Subject to clauses 30.1(b) and 30.1(c), overtime worked on Saturday must be paid at **150%** of the ordinary hourly rate for the first ~~two~~2 hours and **200%** thereafter.
- (b) All overtime worked after 12 noon on Saturday must be paid at **200%** of the ordinary hourly rate.
- (c) All work performed on the Saturday following Good Friday must be paid at **250%** of the ordinary hourly rate.
- (d) All time worked on Sundays must be paid at **200%** of the ordinary hourly rate.
- (e) All work performed on public holidays, or substituted days, must be paid at **250%** of the ordinary hourly rate.

30.2 Minimum engagement

- (a) Subject to clause 30.2(b), an employee required to work overtime on a Saturday must be afforded at least ~~three~~3 hours' work or be paid for ~~three~~3 hours at the appropriate rate.
- (b) An employee required to work on the Saturday following Good Friday must be afforded at least ~~four~~4 hours' work or be paid for ~~four~~4 hours at the appropriate rate.
- (c) An employee required to work overtime on a Sunday must be afforded at least ~~four~~4 hours' work or be paid for ~~four~~4 hours at the appropriate rate.
- (d) All worked performed on public holidays, or substituted days, is subject to a minimum payment for ~~four~~4 hours' work.

30.3 Paid rest period during over time—Saturday and Sunday

- (a) An employee working overtime on Saturday or Sunday must be allowed a paid rest period of 10 minutes between 9.00 am and 11.00 am.
- (b) This provision operates in place of clause 18.3(a).

30.4 Paid crib time during overtime—Saturday and Sunday

- (a) An employee working overtime on a Saturday or working on a Sunday must be allowed a paid crib time of 20 minutes after ~~four~~4 hours' work, to be paid for at the ordinary hourly rate of pay but this provision will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay. This provision operates in place of clause 18.1(a).
- (b) In the event of an employee being required to work in excess of a further ~~four~~4 hours, the employee must be allowed to take a paid crib time of 30 minutes which will be paid at the ordinary hourly rate of pay. This provision operates in place of clause 18.3(a) and 18.3(b).

Part 6—Leave and Public Holidays

31. Annual leave

31.1 Leave entitlement

- (a) Annual leave is provided for in the [NES](#).
- (b) For the purpose of the additional week of leave provided by the [NES](#), a shiftworker means a **continuous shiftworker** as defined in this award.

31.2 Payment for annual leave

- (a) Instead of the **base rate of pay** as referred to in section 90(1) of the [Act](#), an employee under this award, before going on annual leave, must be paid, in advance, the amount which they would have received for working ordinary time hours if they had not been on leave.
- (b) In addition to the payment prescribed in clause 31.2(a), an employee must receive during a period of annual leave a loading of **17.5%** calculated on the following rates, loadings and allowances if such rates, loadings and allowances would have been received by the employee for working ordinary time hours had the employee not been on annual leave:
 - clause 19.1(a)—Minimum rates;
 - clause 22.2—Industry allowance;
 - clause 22.3—Underground allowance;
 - clause 21.1—Tool and employee protection allowance;

- clause 25—Living away from home—distant work;
- clause 26—Fares and travel patterns allowance; and
- clause 19.2—Leading hands.

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

- (c) Instead of the payment in respect of annual leave loading provided for in clause 31.2(b), an employee who would have worked on shiftwork had they not been on leave and where the employee would have received shift loadings prescribed by clause 17—Shiftwork, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 17—Shiftwork will be included in the rate of wage prescribed by clause 31.2(b) instead of the 17.5% loading.

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

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

Despite anything else in ~~this~~ clause 31, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

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

31.3 Annual close down

- (a) An employer may direct an employee to take paid annual leave during all or part of a period in conjunction with the Christmas/New Year holidays, where the employer shuts down the business, part of the business, or a site where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued.
- (b) Where an employer decides to utilise the provisions of clause 31.3(a) in respect of the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of their employees then qualified for such leave, the employer must give at least ~~two~~ 2 months' notice to the affected employees.

31.4 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

NOTE: An example of the type of agreement required by clause 31.4 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 31.4 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 31.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

31.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 31.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 31.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 31.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 31.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

- (i) The employer must keep a copy of any agreement under clause 31.5 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 31.5.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 31.5.

NOTE 3: An example of the type of agreement required by clause 31.5 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

31.6 Excessive leave accruals: general provision

NOTE: Clauses 31.6 to 31.8 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 31.1(b)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 31.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 31.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 31.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 31.7(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 31.7(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 31.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 31.7(d) may result in the direction ceasing to have effect. See clause 31.7(b)(i).

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

31.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 31.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 31.8(a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 31.7(a) that, when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 31.8(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~ 31.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 31.1(b) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 31.8(a).

32. Personal/carer's leave and compassionate leave

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

32.2 If an employee is terminated by the employer and is re-engaged by the same employer within a period of ~~six~~ 6 months, then the employee's unclaimed balance of sick leave will continue from the date of re-engagement. In such case the employee's next year of service will commence after a total of 12 months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment.

33. Parental leave and related entitlements

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

34. Community service leave

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

35. Unpaid family and domestic violence leave

Previous clause 34A deleted; clause 35 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

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

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

36. Public holidays

Clause 36 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712189](#)

36.1 Public holiday entitlements are provided for in the [NES](#).

~~**36.2** By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in the [NES](#).~~

~~**36.2** An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).~~

~~**36.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).~~

~~**36.3**~~**36.4** For provisions in relation to part-day public holidays see Schedule E—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

37. Consultation about major workplace change

Clause 37 substituted in accordance with [\[2019\] FWCFB 5409](#) and [PR711485](#).

37.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

37.2 For the purposes of the discussion under clause 37.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on employees; and

(c) any other matters likely to affect employees.

- 37.3 Clause 37.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 37.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 37.1(b).
- 37.5 In clause 37 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 37.6 Where this award makes provision for alteration of any of the matters defined at clause 37.5, such alteration is taken not to have significant effect.

38. Consultation about changes to rosters or hours of work

Clause 38 inserted in accordance with [\[2019\] FWCFB 5409](#) and [PR711485](#).

- 38.1 Clause 38 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 38.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 38.3 For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 38.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 38.4 The employer must consider any views given under clause 38.3(b).
- 38.5 Clause 38 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

39. Dispute resolution

Clause 39 substituted in accordance with [\[2019\] FWCFB 5409](#) and [PR711485](#).

- 39.1 Clause 39 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.
- 39.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 39.3 If the dispute is not resolved through discussion as mentioned in clause 39.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 39.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 39.2 and 39.3, a party to the dispute may refer it to the Fair Work Commission.
- 39.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 39.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 39.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 39.
- 39.8 While procedures are being followed under clause 39 in relation to a dispute:
- (a) work must continue in accordance with this award and the Act; and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 39.9 Clause 39.8 is subject to any applicable work health and safety legislation.
- 39.10 **Dispute resolution procedure training leave**
- (a) For the purpose of this clause 39.10, an **eligible employee representative** is an employee who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure.
 - (b) An **eligible employee representative** will be entitled to up to 5 days' paid leave per year to undertake training that will assist them in their settlement of disputes role. The time of taking such leave will be agreed between them and their employer so as to minimise any adverse effect on the employer's operations.

Part 8—Termination of Employment and Redundancy

40. Termination of employment

Clause 40 substituted in accordance with [\[2019\] FWCFB 5409](#) at [51] and [PR711485](#).

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

40.1 Notice of termination by an employee

- (a) Clause 40.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

NOTE: by section 123(3)(a) clause 40 does not apply to daily hire employees working in the building and construction industry.

- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In clause 40.1(b) **continuous service** has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 40.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 40.1(b), then no deduction can be made under clause 40.1(d).
- (f) Any deduction made under clause 40.1(d) must not be unreasonable in the circumstances.

40.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 40.2 is to be taken at times that are convenient to the employee after consultation with the employer.

41. Industry specific redundancy scheme

Clause 41.4(c) amended in accordance with [\[2019\] FWCFB 2548](#) at [9] and [PR706908](#).

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

41.2 Definition

For the purposes of ~~this~~ clause 41, **redundancy** means a situation where an employee ceases to be employed by an employer to whom this award applies, other than for reasons of misconduct or refusal of duty. **Redundant** has a corresponding meaning.

41.3 Redundancy pay

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

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

- (b) Provided that an employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

- (c) **Week's pay** means the ordinary hourly rate at the time of termination multiplied by 38. **Hour's pay** means the ordinary hourly rate at the time of termination.
- (d) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.
- (e) Any period of service as a casual will not entitle an employee to accrue service in accordance with ~~this~~-clause 41.3 for that period.
- (f) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with ~~this~~-clause 41.3 if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

41.4 Redundancy pay schemes

- (a) An employer may offset an employee's redundancy pay entitlement in whole or in part by contributions to a redundancy pay scheme.
- (b) Provided that where the employment of an employee is terminated and:
 - (i) the employee receives a benefit from a redundancy pay scheme, the employee will only receive the difference between the redundancy pay in ~~this~~-clause 41.3 and the amount of the redundancy pay scheme benefit the employee receives which is attributable to employer contributions. If the redundancy pay scheme benefit is greater than the amount payable under clause 41.3 then the employee will receive no redundancy payment under clause 41.3; or
 - (ii) the employee does not receive a benefit from a redundancy pay scheme, contributions made by an employer on behalf of an employee to the scheme will, to the extent of those contributions, be offset against the liability of the employer under clause 41.3, and payments to the employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. The employee will be entitled to the fund benefit or the award benefit whichever is greater but not both.
- (c) The redundancy pay scheme must be an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Assessment Act 1986 (Cth)*.

41.5 Service as an employee for the Crown in the Right of the State of Western Australia, the Crown in the Right of the State of New South Wales, Victorian Statutory Authorities, or the Crown in the Right of the State of Victoria will not be counted as service for the purpose of ~~this~~-clause 41.

41.6 Employee leaving during notice period

An employee whose employment is to be terminated in accordance with ~~this~~-clause 41 may terminate their employment during the period of notice and if this occurs, the employee will be entitled to the provisions of ~~this~~-clause 41 as if the employee

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

41.7 Transfer of business

(a) Where a business is, before or after the date of this award, transferred from an employer (in ~~this subclause clause~~ 41.7(a) called **the old employer**) to another employer (in ~~this subclause clause~~ 41.7(a) called **the new employer**) and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employer:

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

for the purpose of redundancy pay entitlements under ~~this clause~~ 41.

(b) In ~~this subclause clause~~ 41.7, **business** includes trade, process, business or occupation and includes part of any such business and **transfer** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. **Transferred** has a corresponding meaning.

Part 9—Industry Specific Provisions

42. Lift industry

Monetary amounts adjusted as a result of AWR 2019

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

42.2 Lift industry allowance

(a) In addition to the weekly award rates specified in clause 19.1, employees must be paid an amount of **\$127.65** per week as an all-purpose lift industry allowance in consideration of the peculiarities and disabilities associated with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators and in recognition of the fact that employees engaged in such work may be required to perform, and/or assist to perform, any of such work.

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

Year of apprenticeship	% of allowance
First <u>1st</u> year of apprenticeship	55
Second <u>2nd</u> year of apprenticeship	65

Year of apprenticeship	% of allowance
Third 3rd year of apprenticeship	75
Fourth 4th year of apprenticeship	90

- (c) An employee in receipt of the lift industry allowance prescribed by clause 42.2(a) will not be entitled to any of the special rates prescribed in clause 23—Special rates.
- (d) An employee who is ordinarily engaged in the employer’s workshop and who, from time to time, is required to perform any of the work prescribed in clause 42.2(a) will, in respect of such work, be entitled to payment of a portion of the lift industry allowance in accordance with the provisions of clause 19.11—Higher duties.
- (e) An electrical tradesperson who has performed work away from a workshop in connection with the installation, major modernisation, servicing repairing, and/or maintenance of lifts and escalators for a period of not less than ~~two~~ 2 years will be classified as Electrician special class.
- (f) The amounts specified in ~~this~~ clause 42.2 will be paid for all purposes.

42.3 Conditions of employment

The provisions of the award will apply to employees covered by ~~this~~ clause 42 excepting the provisions of clauses 22.1, 22.3 and 22.11.

43. Forepersons and supervisors

Clause 43 considered by the Full Bench in [AM2016/23](#). Amendment to be made to give effect to [\[2019\] FWCFCB 8564](#) at [47] and [97] following a final determination being issued.

43.1 Application

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

43.2 Wages

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

Classification	Supervision of three 3 or more tradespersons, excluding leading hands	Supervision of other than three 3 or more tradespersons, excluding leading hands
Foreperson/supervisor	The average of the weekly wage rates for	The average of the weekly wage rates for

Classification	Supervision of three <u>3</u> or more tradespersons, excluding leading hands	Supervision of other than three <u>3</u> or more tradespersons, excluding leading hands
	38 ordinary hours of work, including payments applicable from time to time to the tradespersons (excluding leading hands) supervised by a foreperson/supervisor plus \$152.60 , or \$926.30 , whichever is the greater.	38 ordinary hours of work, including payments applicable from time to time to the adult employees (excluding leading hands) plus \$117.11 , or \$1004.10 , whichever is the greater, provided that where only juniors and/or apprentices are supervised, the minimum wage rate to be paid is \$1004.10 per week.
General foreperson/supervisor	The highest weekly wage rate paid for 38 ordinary hours of work to a foreperson/supervisor supervised by a general foreperson/supervisor plus \$155.57 , or \$901.30 , whichever is the greater.	The highest weekly wage rate paid for 38 ordinary hours of work to a foreperson/supervisor supervised by a general foreperson/supervisor plus \$117.11 , or \$982.90 , whichever is the greater.

- (b) Employees paid the wage rates in clause 43.2(a) will not receive overtime payments, shiftwork premiums, special rates, meal allowances, allowances for travelling and board, motor allowances, first aid allowances and other additional amounts specified in clauses 26—Fares and travel patterns allowance, 25—Living away from home—distant work, and 23—Special rates.

43.3 Payment of wages

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

43.4 Contract of employment

- (a) The employer will, in writing, advise an employee covered by this award whether the contract of employment is on a weekly, fortnightly, bi-monthly, or monthly basis.
- (b) Once the basis of the contract of employment has been so advised, it will cover the period over which the wages are to be paid. The period of notice or payment instead of notice required to terminate the contract of employment will be that fixed in accordance with the contract of employment, subject to any notice required by the [Act](#).

43.5 Conditions of employment

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

43.6 Definitions

- (a) **Foreperson/supervisor** means an employee (other than a leading hand) appointed as such or required by his/her employer to be mainly engaged in the direct supervision of employees including those employed as leading hands, covered by this award.
- (b) **General foreperson/supervisor** means an employee appointed as such or required by his/her employer to be mainly engaged in the direct supervision and coordination of the work of at least ~~two~~2 forepersons/supervisors as defined in clause 43.6(a) but does not include site managers, departmental heads and the like.

Schedule A—Classification Definitions

A.1 Definition of key concepts and terms

- A.1.1 Australian qualifications framework or AQF** refers to the system of competency based training and certification.
- A.1.2 Civil construction stream** includes all related skills involved in earthmoving, plant operation and associated activity and does not extend beyond the scope of this award.
- A.1.3 Engineering streams** are defined as:
- (a) **Electrical/electronic stream**—including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, e.g. electrical wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.
 - (b) **Mechanical stream**—including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment e.g. Computer Numeric Controlled machine tools.
 - (c) **Fabrication stream**—including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.
- A.1.4 Fields of work** means a defined grouping of logically related skills based on an efficient organisation of work.
- A.1.5 General construction stream** includes all fields of work principally concerned with **general building and construction**, including the erection of new structures or buildings (including demolition and pre-construction) and fitout and finishing activities relating to newly constructed or existing buildings or structures, and does not extend beyond the scope of this award.
- A.1.6 Industry accredited course or nationally accredited course** is a course which has been constructed to reflect a group of standards which the CPSISC, the RIISC, the MSA or Ee-oz or other relevant Skills Council has endorsed as being appropriate combinations of skills to be available to the industry.
- A.1.7 CPSISC** means the Construction and Property Services Industry Skills Council. **RIISC** means the Resources and Infrastructure Industry Skills Council. **MSA** means Manufacturing Skills Australia. **Ee-oz** means the ElectroComms and Energy Utilities Industry Skills Council Ltd. CPSISC, RIISC, MSA and Ee-oz will be the recognised

authorities (for the purposes of this schedule) responsible for developing competency standards for consideration and endorsement by the National Quality Council.

A.1.8 New entrant means an employee who has never previously worked within the on-site building construction industry. If there is any doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the construction industry portable long service leave schemes; or
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. Construction and Building Industry Super (Cbus)).

A.1.9 Recognition of Prior Learning or RPL means the formal recognition of skills attained through on-the-job experience and/or training and may include formal qualifications (such as overseas qualifications), which have up until now been unrecognised.

A.1.10 Self-directed WAT means a group of employees who work as a team to plan and execute functions relevant to their employers business. WATs are generally autonomous of direct managerial supervision and perform their tasks in a way which maximises productivity and the utilisation of skills.

A.1.11 Streams or skill streams means a broad grouping of skills related to a particular phase or aspect of production and does not extend beyond the scope of this award.

A.1.12 Supervision

~~This subclause~~ Clause A.1.12 recognises ~~two~~2 levels of supervision which are as follows:

(a) **General supervision** applies to a person who:

- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- has their assignments reviewed on completion; and
- although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions.

(b) **Limited supervision** applies to a person who:

- receives only limited instructions normally confined to a clear statement of objectives;
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work.

A.1.13 Work in a **technical field** includes:

- Production planning, including scheduling, work study, and estimating materials, handling systems and like work;
- Technical, including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and
- Design and draughting and like work.

A.1.14 **Trade** includes an employee who possesses as a minimum qualification a trade certificate in any of the streams (as defined).

A.2 **Classifications and related issues**

A.2.1 **Construction worker level 1/Engineering construction worker level 1 (CW/ECW 1)**

(a) A CW/ECW 1 works under general supervision in one or more skill streams contained within this award. An employee at CW/ECW 1 (level d) will have:

- (i) successfully completed, in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or
- (ii) successfully completed a relevant structured training program equivalent to the required competency standards; or
- (iii) successfully completed an Engineering Construction Industry Skills Certificate Level 1 consisting of 16 appropriate modules; or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or
- (iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards:

CW/ECW 1 (level a) (new entrant)	Upon commencement in the industry
CW/ECW 1 (level b)	After three <u>3</u> months in the industry
CW/ECW 1 (level c)	After twelve <u>12</u> months in the industry
CW/ECW 1 (level d)	Upon fulfilling the substantive requirements of Construction Worker 1/Engineering Construction Worker 1 as detailed above

(b) An employee at the CW/ECW 1 (level d) performs work above and beyond the skills of an employee at CW/ECW 1 (level c) and to the level of their training and:

- is responsible for the quality of their own work subject to general supervision;

- works under general supervision either individually or in a team environment;
- exercises discretion within their level of skills and training;
- works in a safe manner;
- identifies basic faults in materials and equipment;
- interacts harmoniously with employees of other companies on-site;
- adapts to a changing work environment;
- communicates essential information; and
- works from instructions and procedures articulated in written, spoken and/or diagrammatic form.

(c) Skills and duties

- (i)** An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii)** An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award. An employee at this level:
 - works from instructions and procedures;
 - assists in the provision of on-the-job training to a limited degree;
 - co-ordinates work in a team environment or works individually under general supervision;
 - is responsible for assuring the quality of their own work;
 - has a qualification in first aid.

- (d)** Indicative tasks which an employee at this level may perform include the following:
 - uses precision measuring instruments;
 - basic material handling functions;
 - operate small plant and pneumatic machinery;
 - inventory and store control;
 - operate a range of hand tools and oxy welding equipment;
 - has a knowledge of the construction process and understands the sequencing of construction functions;

- is able to provide first aid assistance to other employees;
 - sheet metal soldering;
 - tack welding;
 - operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operation;
 - ability to measure accurately;
 - assists one or more tradespersons;
- (e) The CW/ECW 1 classification incorporates the following broadbanded award classifications:
- Adult trainee terrazzo worker
 - Aircon group 2
 - Aircon group 3
 - Aluminium alloy structural worker
 - Assistant powder monkey
 - Assistant rigger
 - Bar bending machine operator
 - Bitumen worker
 - Builders' labourer group 4
 - Cable jointer
 - Cement gun operator
 - Chainperson
 - Concrete cutting or drilling machine operator
 - Concrete floater
 - Concrete formwork stripper
 - Concrete gang worker
 - Concrete gun or pump operator
 - Cook's offsider, work boat driver
 - Crane chaser
 - Demolition labourer
 - Dresser and grinder

- Drilling machine operator
- Dump cart operator
- Employee directly assisting a tradesperson
- Erector (wire mesh)
- Fencer
- Gantry hand or crane hand
- General hand
- Geotextile/geomembrane worker level 1
- Insulator
- Ironworker on construction
- Jackhammerman
- Kerb and gutter layer
- Lagger 1st assembler B
- Lagger 2nd ~~six~~6 months
- Landscape labourer
- Linesperson
- Machinist (precast concrete manufacture)
- Machinist grade 1
- Mess attendant, camp attendant
- Mixer driver (concrete)
- Mobile concrete pump hoseperson or line hand
- Mobile crane driver
- Painter brush hand
- Pick or shovelman
- Plasterer, terrazzo or stonemason's assistant
- Roof layer (malthoid or similar material)
- Sheetmetal worker 2nd class
- Spray painter
- Steel erector

- Stonemason assistant—factory (Queensland and Tasmania)
 - Terrazzo assistant
 - Tool/material storeman
 - Tradesperson’s labourer
 - Welder 2nd class
- (f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 1 (level d) or CW/ECW 2. Where possible, an employee at Levels 1 (level a), 1 (level b) and 1 (level c) will be provided with access to accredited structured training approved by the relevant Skills Council.

A.2.2 Construction worker level 2/Engineering construction worker level 2 (CW/ECW 2)

- (a) A CW/ECW 2 works under limited supervision in one or more skill streams contained within this award. A CW/ECW 2 will:
- (i) have completed in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
 - (ii) have completed relevant structured training equivalent to the required competency standards; or
 - (iii) successfully completed an Engineering Construction Industry Certificate Level 2 consisting of a total of 20 appropriate modules, or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or
 - (iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard.
- (b) **Skills and duties**
- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
 - (ii) An employee at this level may be part of a self-directed WAT and may be responsible for the supervision of one or more employees working at CW/ECW 1 level.
 - (iii) An employee at this level:
 - can interpret plans and drawings relevant to their functions;
 - assists with the provision of on-the-job training;
 - assumes responsibility for allocating tasks within a WAT within the area of the employee’s skill, competence and training;

- has some responsibility for the order and purchase of materials within defined parameters;
 - is able to sequence functions relevant to the employee's WAT;
 - applies quality control techniques to the employee's own work and other employees within the WAT;
 - works from complex instructions and procedures;
 - co-ordinates work in a team environment or works individually under general supervision;
 - is responsible for assuring the quality of their work;
 - works in a safe manner;
 - exercises discretion within their level of training;
 - understands the construction process in their sector and has a basic level of understanding of processes in other sectors;
 - implements basic fault-finding and problem solving skills within the employee's sphere of work;
 - interacts harmoniously with employees of other companies on-site;
 - anticipates and plans for changes to the work environment.
- (c) Indicative tasks which an employee at this level may perform include the following:
- calculates safe loads and stress factors;
 - measures accurately using specialised equipment;
 - non-trades maintenance of relevant plant and equipment;
 - anticipates and plans for constant changes to the work environment.
 - materials handling;
 - operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at CW/ECW 1 (level d);
 - uses measuring and levelling instruments;
 - performs basic quality checks on the work of others;
 - oxy acetylene cutting.
- (d) The CW/ECW 2 classification incorporates the following broadbanded award classifications:
- Aircon group 1
 - Concrete batching plant operator

- Concrete finisher
- Employee operating power driven portable saw
- Forklift over 4500kg
- Foundation shaftworker
- Geotextile/geomembrane worker level 2
- Hoist or winch driver
- Landscaper
- Manhole builder
- Pitcher or beacher
- Powder monkey
- Scaffolder
- Spotter
- Steelfixer
- Storeman
- Tack welder
- Tool sharpener
- Traffic controller
- Wall builder

- (e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 3.

**A.2.3 Construction worker level 3/Engineering construction worker level 3
(Engineering construction tradesperson level 1) (CW/ECW 3)**

- (a) A CW/ECW 3 works individually or in a team environment in one or more skill streams contained within this award. A CW/ECW 3 will:
- (i) have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
 - (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test for this level; or
 - (iii) have successfully completed the required competency standards; or
 - (iv) have successfully completed an Engineering Construction Industry Certificate Level 3 consisting of a total of 24 appropriate modules or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or

- (v) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard,
any one of which will qualify the employee as a CW/ECW 3.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be responsible for the supervision of one or more employees working at CW/ECW 1 or CW/ECW 2 level.

(iii) An employee at this level:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises measuring and calculation skills at a higher level than CW/ECW 2;
- exercises discretion within the scope of this grade;
- performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
- is able to inspect products and/or materials for conformity with established operational standards;
- assists in the provision of on-the-job training;
- understands and applies quality control techniques;
- exercises good interpersonal communication skills;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment.

(c) Indicative tasks which an employee may perform at this level include the following:

- allocates functions within a WAT;
- production sequencing and materials handling of a level more advanced than CW/ECW 2;
- trade skills associated with certificated trades within the scope of this award;
- has a sound understanding of the construction process;

- specialised materials handling;
 - operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at CW/ECW 2;
 - performs work which is incidental or peripheral to the primary tasks and facilitates the completion of the whole task;
 - sheetmetal fabrication;
 - system assembly;
 - welding and cutting;
 - mechanical installation.
- (d) The CW/ECW 3 classification incorporates the following broadbanded award classifications:
- Air compressor operator
 - Air-conditioning tradesperson
 - All winch driver
 - Artificial stoneworker
 - Battery fitter
 - Bitumen sprayer
 - Boilermaker and/or structural steel tradesperson
 - Bricklayer
 - Bridge and wharf carpenter
 - Carpenter
 - Caster
 - Concrete finisher, powered
 - Concrete spreader, powered
 - Crawler tractor with power operated attachments (up to and including 2000kg shipping mass)
 - Crusher operator aggregate (dimension stone quarries)
 - Drainer
 - Dumper, rear and bottom (up to and including 2 cubic metres struck capacity)
 - Electric motor attendant
 - Electrical fitter

- Electrical mechanic
- Fitter
- Fixer
- Floor layer specialist
- Floorsander
- Forklift driver
- Form setter
- Gardener
- Geotextile/geomembrane worker level 3
- Glazier
- Hand sprayer, lance type
- Joiner
- Locksmith
- Machinist
- Marble and slateworker
- Marker off
- Mobile concrete line pump operator
- Mobile hydraulic platform operator
- Motor mechanic
- Operator, drilling machine, up to and including 155 mm diameter
- Operator, pneumatic tyred tractor with power operated attachments (up to and including 15 kW net engine power)
- Operators of other cranes up to and including 5 ton
- Painter (including Artworker, Spraypainter, Shotblaster and Sandblaster)
- Paviour (including segmental paving)
- Pipe layer (any kind of pipes)
- Plant mechanic
- Plasterer
- Prefab tradesperson
- Qualified/trade cook

- Quarryworker (dimension stone quarries)
 - Refrigeration mechanic
 - Renderer in pipes, tunnels or covered drains
 - Rigger
 - Dogger
 - Roller, vibrating (under 4 ton)
 - Roof fixer
 - Rooftiler (including Roof Slater)
 - Second driver—Navy and dragline or dredge-type excavator
 - Serviceperson
 - Sheetmetal worker 1st class
 - Shophand
 - Slate ridge or roof fixer
 - Stonemason
 - Tilelayer
 - Timberperson
 - Tradesperson (radio)
 - Tradesperson (precast concrete manufacture)
 - Tradesperson landscaper
 - Trenching machine (small Ditch-Witch type)
 - Welder 1st class
 - Welder special class
- (e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 4.

A.2.4 Construction worker level 4/Engineering construction worker level 4 (Engineering construction tradesperson level II and Engineering construction technician level I) (CW/ECW 4)

- (a) A CW/ECW 4 works in one or more skill streams contained within this award. A CW/ECW 4 will:
- (i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 3; or

- (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;

any one of which will qualify the employee as a CW/ECW 4, or is an:

- Engineering construction tradesperson (electrical/ electronic) level II; or
- Engineering construction tradesperson (mechanical) level II; or
- Engineering construction tradesperson (fabrication) level II;

who has completed the following training requirements:

- ~~three~~ 3 appropriate modules in addition to the training requirements of CW/ECW 3 level; or
- ~~three~~ 3 appropriate modules towards an Advanced Certificate; or
- ~~three~~ 3 appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards; or
- tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable them to perform the particular tasks.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award.
- (iii) An employee at this level:
- (iv) exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
 - works under limited supervision either individually or in a team environment;
 - understands and implements quality control techniques;

- provides guidance and assistance as part of a work team;
 - exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than CW/ECW 3.
- (c) Indicative tasks which an employee may perform at this level include the following:
- exercises precision trade and non-trade skills using various materials and specialised techniques at a higher level than CW/ECW 3;
 - operates, and maintains plant and machinery;
 - is able to plan construction sequencing.
- (d) The CW/ECW 4 classification incorporates the following broadbanded award classifications:
- Bitumen sprayer (driver)
 - Compactor—up to but not exceeding 48 kW (65 hp)
 - Concrete paver
 - Crawler loader (up to and including 15,000 kg mass)
 - Crawler tractor not using power operated attachments above class 3
 - Crawler tractor using power operated attachments class 3, 4, 5 and 6
 - Dumper, rear and bottom (above 2 cubic metres, up to and including 30 cubic metres struck capacity)
 - Electrician special class
 - Excavator up to and including 0.5 cubic metre capacity
 - Floating crane—up to and including 10 ton
 - Forklift—up to but not exceeding 48 kW (65 hp)
 - Geotextile/geomembrane worker level 4
 - Grader, power operated below 35 kW brake power
 - Inspector
 - Instrument tradesperson complex systems
 - Instrument tradesperson
 - Joiner special class
 - Joiner-setter out
 - Letter cutter

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- Loader, front end or overhead, up to and including 2.25 cubic metres
- Locomotive (not carrying passengers)
- Marker-setter out
- Mechanical tradesperson special class
- Mobile concrete boom pump operator
- Mobile crane—up to and including 10 ton
- Operator, tractor—up to but not exceeding 48 kW (65 hp)
- Operator, pneumatic tyred tractor—with power operated attachments (above 15 kW, up to and including 150 kW net engine power)
- Operator of mobile crane with lifting capacity in excess of 8 ton and not exceeding 15 ton
- Operator, drilling machine—over 155 mm to 230 mm diameter
- Other cranes—over 5 ton and not exceeding 15 ton road roller
- Shaft or trench sinker
- Pile driver
- Prefab setter
- Roadmarker operator
- Road roller (8 ton and above)
- Road roller, vibrating (4 ton and above)
- Scraper (up to and including 10 cubic metres struck capacity)
- Scraper, self-powered under 10 cubic metres struck capacity
- Signwriter
- Skid steer tractor—up to but not exceeding 48 kW (65 hp)
- Specialist landscaper tradesperson
- Track laying, fixing or levelling machine (railway construction)
- Trench machine (depth up to 2.4 metres, and width up to 450 mm) and bucket wheel trencher with equivalent capacity in cubic metres per hour
- Tunneller 2
- Winding and haulage driver

(e) Engineering Construction Technician Level I

An Engineering construction technician level I being an employee who has the equivalent level of training and/or experience to a CW/ECW 4 tradesperson in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

- (f)** An employee at this level may be undergoing training so as to qualify as a CW/ECW 5.

A.2.5 Construction worker level 5/Engineering construction worker level 5 (Special class engineering construction tradesperson level I and Engineering construction technician level II) (CW/ECW 5)

- (a)** A CW/ECW 5 works in one or more skill streams contained within this award. A CW/ECW 5 will:

- (i)** have successfully completed the relevant structured training in addition to the requirements of CW/ECW 4; or
- (ii)** have successfully completed, in accordance with RPL principles, a Skills Test equivalent to the requirements,

either of which will qualify the employee for a CW/ECW 5; or a

- Special class engineering construction tradesperson (electrical/electronic) level I;
- Special class engineering construction tradesperson (mechanical) level I; or
- Special class engineering construction tradesperson (fabrication) level I;

who has completed the following training requirements:

- ~~six~~6 appropriate modules in addition to the training requirements of CW/ECW 3 level; or
- ~~six~~6 appropriate modules towards an Advanced Certificate; or
- ~~six~~6 appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

- (i)** An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and

informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained in this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understand and implements quality control techniques;
- works under limited supervision either individually or in a team environment;
- assists in the provision of training in conjunction with supervisors.

(c) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 4;
- operates, and maintains complex plant and machinery;
- is able to plan complex construction sequencing;
- performs operations on a Computer-Aided Design and Computer Aided Manufacturing (CAD/CAM) terminal in the performance of routine modifications to the Numeric Control/Computer Numeric Control (NC/CNC) programs;
- installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

(d) The CW/ECW 5 classification incorporates the following broadbanded award classifications:

- Carver

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- Compactor—from 48 kW (65 hp),
- Crawler loader (above 15,000 kg mass, up to and including 60,000 kg mass)
- Crawler tractor using power operated attachments class 7, 8 and 9
- Dragline/shovel excavator—up to but not exceeding 3.0 metre capacity
- Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity)
- Dumper—up to but not exceeding 100 ton
- Excavator above 0.5 cubic metres
- Excavator—hydraulic telescopic boom type
- Floating crane—over 10 but not exceeding 100 ton
- Forklift—from 48 kW (65 hp) up to but not exceeding 220 kW (295 hp)
- Geotextile/geomembrane worker level 5
- Grader
- Grader—from 96 kW (130 hp) up to but not exceeding 148 kW (200 hp)
- Loader—front end and overhead, from 48 kW (65 hp) up to but not exceeding 370 kW (500 hp)
- Locomotive (carrying passengers)
- Mobile crane—over 10 but not exceeding 100 ton
- Operator, drilling machine, over 230 mm diameter
- Operator, pneumatic tyred loader (over 105 kW, up to and including 500 kW net engine power)
- Operator, pneumatic tyred tractor using power operated attachments in excess of 110 kW brake power
- Operator, tunnel boring machine; operator, tunnel excavating machine
- Other cranes—over 15 but not exceeding 100 ton
- Refractory bricklayer
- Scraper, self-powered over 10 cubic metres struck capacity
- Side boom/pipe layer—up to but not exceeding 220 kW (295 hp)
- Skid steer tractor—from 48 kW (65 hp)
- Special class trades
- Tractor—from 48 kW (65 hp) up to but not exceeding 370 kW (500 hp)

- Trainee dogger/crane hand (fixed cranes)
- Trenching machine (greater than 2.4 metres depth and 450 mm width) and bucketwheel trencher with equivalent capacity in cubic metres per hour

(e) Engineering Construction Technician Level II

An Engineering construction technician level II is an employee who has equivalent level of training and/or experience to an Engineering construction tradesperson special class level I but is engaged in detail draughting or planning or technical work which requires the exercise of judgment and skill in excess of that required of an employee at CW/ECW 4 under the supervision of technical staff.

- (f)** An employee at this level may be undergoing training so as to qualify as a CW/ECW 6.

A.2.6 Construction worker level 6/Engineering construction worker level 6 (Special class engineering construction tradesperson level II and Engineering construction technician level III) (CW/ECW 6)

- (a)** A CW/ECW 6 works in one or more skill streams contained within this award. A CW/ECW 6 will:

- (i)** have successfully completed the relevant structured training in addition to the requirements of CW/ECW 6; or
- (ii)** have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,

either of which will qualify the employee for a CW/ECW 6; or a

- Special class engineering construction tradesperson (electrical/ electronic) level II; or
- Special class engineering construction tradesperson (mechanical) level II; or
- Special class engineering construction tradesperson (fabrication) level II;

who has completed the following training requirements:

- ~~nine-9~~ appropriate modules in addition to the requirements of CW/ECW 3 level; or
- ~~nine-9~~ appropriate modules towards an Advanced Certificate; or
- ~~nine-9~~ appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques.

(c) Indicative tasks which an employee may perform at this level include the following:

- operates plant and equipment at a higher level of skill than CW/ECW 5;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 5;
- implements quality control techniques;
- plans complex construction sequencing;
- works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
- works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
- applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

- exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
 - works on complex or intricate interconnected electrical circuits at a level above CW/ECW 5;
 - works on complex radio/communication equipment.
- (d) The CW/ECW 6 classification incorporates the following broadbanded award classifications:
- Dumper—from 100 ton struck capacity
 - Electronics tradesperson
 - Instrumentation and control tradesperson
 - Loader—front end and overhead, from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)
 - Mobile crane with lifting capacity in excess of 100 ton and not exceeding 140 ton
 - Operator (dragline/shovel excavator—from 3 cubic metres, side boom/pipe layer—from 220 kW (295 hp)
 - Operator of mobile crane with lifting capacity in excess of 140 ton and not exceeding 180 ton
 - Tractor—from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)

(e) **Engineering Construction Technician Level III**

An Engineering construction technician level III is an employee who has equivalent level of training and/or experience to an Engineering construction tradesperson special class level II but is engaged in one of the following areas:

- detail draughting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at CW/ECW 5 level under the supervision of Technical Staff; or
 - possesses a level of training and/or experience at CW/ECW 6 level and exercises cross skilling in technical fields as defined.
- (f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 7.

A.2.7 Construction worker level 7/Engineering construction worker level 7 (Special class engineering construction tradesperson level III) (CW/ECW 7)

- (a) A CW/ECW 7 works in one or more skill streams contained within this award. A CW/ECW 7 will:
- (i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 6; or

(ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,

either of which will qualify the employee for a CW/ECW 7; or is a

- Special class engineering construction tradesperson Level III is a:
- Special class engineering construction tradesperson (electrical/ electronic) Level III; or
- Special class engineering construction tradesperson (mechanical) level III; or
- Special class engineering construction tradesperson (fabrication) level III;

who has completed:

- ~~ten and a half~~ 10 1/2 appropriate modules of an Advanced Certificate; or
- ~~ten and a half~~ 10 1/2 appropriate modules of an Associate Diploma; or
- ~~ten and a half~~ 10 1/2 appropriate modules in addition to the requirements of ECW3
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT and may be required to perform a range of duties across the skill streams contained within this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides training in conjunction with supervisors and trainers;
- understand and applies quality control techniques;
- prepares complex reports;

- contributes to the design of work, and the application of labour;
 - assists in the supervision or organisation of WATs;
 - is able to provide trade guidance and assistance as part of a work team;
and
 - works under limited supervision either individually or in a team environment.
- (c) Indicative tasks which an employee may perform at this level include the following:
- works on plant and equipment at a higher level of skill than CW/ECW 6;
 - exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 6;
 - implements quality control techniques;
 - plans complex construction sequencing;
 - works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
 - works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
 - works on instruments which make up a complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;
 - applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
 - exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
 - working on complex or intricate interconnected electrical circuits at a level above CW/ECW6;
 - working on complex radio/communication equipment.
- (d) The CW/ECW 7 classification incorporates the following broadbanded award classifications:
- Dogger-crane hand (fixed cranes)
 - Mobile crane with lifting capacity in excess of 180 ton and not exceeding 220 ton
 - Operator, tower crane driver, operator of tractor—from 450 kW (600 hp)
 - Operator, mobile crane with lifting capacity in excess of 220 ton)
 - Sub-foreperson

- (e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 8.

A.2.8 Construction worker level 8/Engineering construction worker level 8 (Advanced engineering construction tradesperson level I and Engineering construction technician level IV) (CW/ECW 8)

- (a) A CW/ECW 8 works in one or more skill streams contained within this award. A CW/ECW 8 will:

- (i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 7; or
- (ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,

either of which will qualify the employee for a CW/ECW 8; or is an

- Advanced engineering construction tradesperson (electrical/electronic) level I; or
- Advanced engineering construction tradesperson (mechanical) level I; or
- Advanced engineering construction tradesperson (fabrication) level I;

who has completed:

- 12 appropriate modules of an Advanced Certificate; or
- 12 appropriate modules of an Associate Diploma; or
- 12 appropriate modules in addition to the requirements of CW/ECW 3; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- (ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the ~~three~~3 skill streams contained within this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports;
- contributes to the design of work and the application of labour;
- undertakes quality control and work organisation at a level higher than for CW/ECW7;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/trainers;
- performs maintenance planning and predictive maintenance work not in Technical Fields;
- works under limited supervision either individually or in a team environment;
- prepares reports of a technical nature on specific tasks or assignments as directed;
- exercises broad discretion within the scope of this level.

(c) Indicative tasks which an employee may perform at this level include the following:

- works on plant and equipment at a higher level of skill than CW/ECW 7;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 7;
- implements quality control programs;
- plans complex construction sequencing;
- works on combinations of machines or equipment which utilises complex electrical or electronic, mechanical or fluid power principles;
- works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;

- applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for CW/ECW 7;
 - works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- (d) The CW/ECW 8 classification incorporates the following broadbanded award classifications:
- Carpenter-diver
 - Foreperson (as defined)
- (e) **Engineering Construction Technician Level IV**

Engineering Construction Technician level IV means an employee who has equivalent level of training and skills to an Advanced engineering construction tradesperson level II but is engaged in one of the following areas to the extent of that training:

- detail draughting involving originality of thought which requires the exercise of judgment and skill in excess of that required of an Engineering construction technician at CW/ECW 7 level under the supervision of Technical and/or Professional staff; or
- is engaged in planning or technical duties requiring judgment and skill in excess of that required of a Technician at CW/ECW 7 level under the supervision of Technical and/or Professional staff; or
- exercises a level of cross skilling in technical fields.

A.2.9 Engineering construction worker level 9 (Advanced engineering construction tradesperson level II and Engineering construction technician level V) (ECW 9)

- (a) An Advanced engineering construction tradesperson level II is an:
- Advanced engineering construction tradesperson (electrical/electronic) level II; or
 - Advanced engineering construction tradesperson (mechanical) level II; or
 - Advanced engineering construction tradesperson (fabrication) level II;
- who has completed:
- an Advanced Certificate; or
 - 15 appropriate modules of an Associate Diploma; or
 - 15 appropriate modules in addition to the requirements of CW/ECW 3; or
 - any training which a registered provider (e.g. TAFE) or by a State training authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include

advanced standing through recognition of prior learning and/or overseas qualifications; or

- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) An Advanced engineering construction tradesperson level II works above and beyond a Tradesperson at CW/ECW 8 and to the level of their training:

- provides technical guidance or advice within the scope of this level;
- prepares reports of a technical nature on specific tasks or assignment as directed or within the scope of discretion at this level;
- has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- assists in the provision of on-the-job training in conjunction with supervisors and trainers.

(c) Indicative tasks which an employee may perform at this level, subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform them, are:

- through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment or instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a CW/ECW8;
- works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

(d) **Engineering Construction Technician Level V**

An Engineering construction technician level V has the level of training and skills to an Advanced engineering construction tradesperson level II but is engaged in one of the following areas:

- undertakes draughting or planning which requires the exercise of judgment and skill in excess of that required of an Engineering technician level IV at CW/ECW 8; or
- exercises a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.

A.3 Classification principles

A.3.1 General

In determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

- (a) the nature and skill requirements of the position to be filled;
- (b) the skill level and certification of the employee;
- (c) the experience and qualifications of the employee in:
 - (i) relevant indicative tasks nominated in ~~this subclause~~ clauses A.2.1(d), A.2.2(c), A.2.3(c), 43.6(c), A.2.5(c), A.2.6(c), A.2.7(c) and A.2.8(c); and/or
 - (ii) competency standards against which an employee is accredited;
- (d) any agreed national procedures established for testing the validity of an employee's claim for reclassification.

A.3.2 Classification/reclassification in the engineering stream

- (a) Where an employee has the relevant qualification recognised as a minimum training requirement for the level to which the employee seeks to be reclassified and they are exercising or are required to exercise the skills and knowledge gained for the qualification necessary for that level of work, the employee will be classified appropriately.
- (b) In the event that there is a claim for reclassification by an existing employee to a higher level under the new structure on the grounds that the employee possesses equivalent skill and knowledge gained through on-the-job experience, the following principles apply:
 - (i) the dispute resolution provisions in 39—Dispute resolution will be followed;
 - (ii) competency standards will be established through the appropriate Industry Training Boards, co-ordinated by MSA and for the lift industry the Ee-Oz. Such standards will be consistent with the requirements of the National Training Framework Committee for relevant levels in the new classification structure before claims for reclassification at that level are processed;
 - (iii) procedures will be established for testing the validity of an employee's claim for reclassification.
- (c) Where skill standards have not been finalised in respect of any class of work and they are necessary for determining an employee's classification, employees performing such work will not be reclassified until such standards are available except as provided for in clauses A.3.2(a) and A.3.2(d) of this Schedule.

- (d) Where the situation described in clause A.3.2(c) applies, but not in any other circumstances, an employee may be reclassified on the basis that the employee meets the requirements of the old classification definitions in the *National Metal and Engineering On-site Construction Industry Award 2002*.

A.4 Skill based career structure

- A.4.1** The classification structure is designed to facilitate the improvement of the level of skills of the workforce and to provide a career path for all employees.
- A.4.2** Each classification level builds upon the previous level so that the value of an employee to the industry and their employer increases as the employee progresses through the structure. Skills are built up in a sequential manner through job learnt skills and structured training.
- A.4.3** Under the new classification structure, an employee's building and construction industry skills are to be formally recognised, industry wide, at all levels from new entrant to CW/ECW 8–ECW 9. Employees will move up the classification structure as they acquire additional accredited skills. Payment will be on the basis of the level of skills required to perform the work of a particular position or job offered by an employer.

A.5 Training

In order to facilitate the operation of the classification structure an employer must, in co-operation with the consultative committee develop a training programme consistent with:

- (a) the size, structure and scope of the activities of the employer;
- (b) the need to develop vocational skills relevant to the enterprise and the building and construction industry generally through courses conducted by accredited educational institutions and providers.
- (c) Where, as a result of consultation in accordance with ~~this~~ clause A.5_ it is agreed that additional training should be undertaken by the employee, that training may be taken either on or off the job. Provided that if the training is undertaken during normal working hours the employee concerned will not suffer any loss of pay. The employer must not unreasonably withhold such paid training leave.
- (d) Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employers technical library) incurred in connection with the undertaking of training pursuant to clause A.5(c) will be reimbursed by the employer upon the production of evidence of such expenditure. Provided that reimbursement will be subject to the presentation of reports of satisfactory progress.
- (e) Travel costs incurred by an employee undertaking training in accordance with ~~this~~ clause A.5_ which exceed those normally incurred travelling to and from work will be reimbursed by the employer.

A.6 Definitions of classifications in Schedule A

The broadbanded award classifications referred to in clause A.2 of this Schedule will have the meaning ascribed to them by an award made under the *Workplace Relations Act 1996* (Cth) or a notional agreement preserving a State award that would have applied to an employee immediately prior to 1 January 2010; or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011.

DRAFT

Schedule B — Summary of Hourly Rates of Pay

~~A summary of the hourly rates of pay under this award has not been included in this exposure draft. These tables may be prepared once applications to vary allowance provisions have been determined by the Full Bench.~~

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Schedule C—Schedule B—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
C.1.1 and C.1.2 amended in accordance with [2019] FWCFB 5409 at [141] to [145].
Administrative changes made by Modern Awards team to Schedule C.

See clauses 19, ~~19.11~~, 22, 23, 25, 26 and 42 for full details of allowances payable under this award.

C.1B.1 Wage-related allowances

C.1B.1.1 Weekly wage-related allowances

The following wage-related allowances are based on the [standard rate](#) as defined in clause 2—Definitions as the weekly minimum [wage rate](#) as stated for a Level 3 (CW/ECW 3) employee in clause 19.1= **\$862.50**

Allowance	Clause	% of weekly standard rate	\$	Payable
All sectors				
Mobile cranes capacity adjustment formula (Level 5 (CW/EW5) and above)	19.5	2.4	20.70	per week
Industry allowance	22.2	3.7	31.91	per week
Underground allowance (other than Operator classification)*	22.3(a)	1.8	15.53	per week
Underground allowance—no more than 4 days/shifts in ordinary week	22.3(b)	0.4	3.45	per day or shift
Coffer dam worker allowance	22.9(a)	1.7	14.66	per week
First aid allowance—minimum qualifications	22.10(b)(i)	0.36	3.11	per day
First aid allowance—higher first aid certificate	22.10(b)(ii)	0.57	4.92	per day
Air-conditioning industry and refrigeration industry allowances	22.11(a)	7.9	68.14	per week
Electrician’s licence allowance ¹	22.12(a)	3.2	27.60	per week
In charge of plant allowance	22.13(b)	4.7	40.54	per week
Employee carrying fuels, oils and greases	23.2(s)	1.4	12.08	per day
Pile driving allowance	23.2(t)	2.0	17.25	per day or part thereof
General building and construction sector				
Grindstone allowance	23.3(k)	0.9	7.76	per week
Civil construction sector				

Allowance	Clause	% of weekly standard rate	\$	Payable
Pipe enamelling allowance	23.4(a)	0.9	7.76	per day or part thereof
Lift industry				
Lift industry allowance*	42.2(a)	14.8	127.65	per week

*This allowance applies for all purposes of the award.

C.1.2B.1.2 Hourly wage-related allowances

The following wage-related allowances are based on the [standard rate](#) as defined in clause 2—Definitions as the hourly minimum [wage rate](#) as stated for a Level 3 (CW/ECW 3) employee in clause 19.1= **\$22.70**

Allowance	Clause	% of hourly standard rate	\$	Payable
All sectors				
Multistorey allowance—commencement to 15 th floor level	22.4(f)(i)	2.6	0.59	per hour
Multistorey allowance—16 th to 30 th floor level	22.4(f)(i)	3.1	0.70	per hour
Multistorey allowance—31 st to 45 th floor level	22.4(f)(i)	4.8	1.09	per hour
Multistorey allowance—46 th to 60 th floor level	22.4(f)(i)	6.2	1.41	per hour
Multistorey allowance—61 st floor level onward	22.4(f)(i)	7.6	1.73	per hour
Laser safety officer allowance	22.6	13.4	3.04	per day or part thereof
Carpenter-diver allowance ¹	22.7	4.5	1.02	per hour
Refractory bricklayer allowance	22.8(a)	10.0	2.27	per hour
Refractory bricklayer’s assistant’s allowance	22.8(a)	8.5	1.93	per hour
Insulation allowance	23.2(a)	4.0	0.91	per hour or part thereof
Hot work allowance—46°C to 54°C	23.2(b)(i)	3.2	0.73	per hour or part thereof
Hot work allowance—over 54°C	23.2(b)(i)	4.0	0.91	per hour or part thereof
Cold work allowance	23.2(c)	3.2	0.73	per hour
Confined space allowance	23.2(d)(i)	4.0	0.91	per hour or part thereof

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Allowance	Clause	% of hourly standard rate	\$	Payable
Swing scaffold allowance—first 4 hours—0 - 15 storeys	23.2(e)(i)	23.3	5.29	per first 4 hours
Swing scaffold allowance—first 4 hours—16 - 30 storeys	23.2(e)(i)	30.1	6.83	per first 4 hours
Swing scaffold allowance—first 4 hours—31 - 45 storeys	23.2(e)(i)	35.6	8.08	per first 4 hours
Swing scaffold allowance—first 4 hours—46 - 60 storeys	23.2(e)(i)	58.3	13.23	per first 4 hours
Swing scaffold allowance—first 4 hours—Greater than 60 storeys	23.2(e)(i)	74.3	16.87	per first 4 hours
Swing scaffold allowance—each additional hour—0 – 15 storeys	23.2(e)(i)	4.8	1.09	per hour
Swing scaffold allowance—each additional hour—16 – 30 storeys	23.2(e)(i)	6.3	1.43	per hour
Swing scaffold allowance—each additional hour—31 – 45 storeys	23.2(e)(i)	7.2	1.63	per hour
Swing scaffold allowance—each additional hour—46 – 60 storeys	23.2(e)(i)	12.0	2.72	per hour
Swing scaffold allowance—each additional hour—Greater than 60 storeys	23.2(e)(i)	15.4	3.50	per hour
Swing scaffold allowance—additional amount for solid plasterers	23.2(e)(ii)	0.7	0.16	per hour
Explosive power tools allowance	23.2(f)	7.6	1.73	per day
Wet work allowance	23.2(g)	3.2	0.73	per hour
Dirty work allowance	23.2(h)	3.2	0.73	per hour
Toxic substances allowance	23.2(i)(i)	4.0	0.91	per hour
Toxic substances allowance—close proximity	23.2(i)(i)	3.2	0.73	per hour
Asbestos allowance	23.2(k)	4.0	0.91	per hour
Asbestos eradication allowance	23.2(l)	10.8	2.45	per hour
Furnace work ¹	23.2(m)	8.5	1.93	per hour
Acid work ¹	23.2(n)	8.5	1.93	per hour
Heavy blocks allowance—over 5.5 kg to under 9 kg	23.2(o)(i)	3.2	0.73	per hour
Heavy blocks allowance—9 kg to 18 kg	23.2(o)(i)	5.8	1.32	per hour
Heavy blocks allowance—Over 18 kg	23.2(o)(i)	8.2	1.86	per hour

Allowance	Clause	% of hourly standard rate	\$	Payable
Bitumen work	23.2(p)	4.0	0.91	per hour
Height work	23.2(q)	2.9	0.66	per hour
Suspended perimeter work platform allowance	23.2(r)(ii)	4.9	1.11	per hour
Dual lift allowance	23.2(u)	16.2	3.68	per day or part thereof
Stonemasons—cutting tools allowance	23.2(v)	0.2	0.05	per hour
General building and construction sector				
Towers allowance (all work above 15 metres)	23.3(a)(i)	3.2	0.73	per hour
Towers allowance (all work above 15 metres; per each additional 15 metres)	23.3(a)(i)	3.2	0.73	per hour
Cleaning down brickwork allowance	23.3(b)	2.9	0.66	per hour
Bagging allowance	23.3(c)	2.9	0.66	per hour
Plaster or composition spray allowance	23.3(d)	3.2	0.73	per hour
Slushing allowance	23.3(e)	3.2	0.73	per hour
Dry polishing of tiles allowance	23.3(f)	4.0	0.91	per hour or part thereof
Cutting tiles allowance	23.3(g)	4.0	0.91	per hour
Second-hand timber allowance	23.3(h)	12.6	2.86	per day
Roof repairs allowance	23.3(i)	4.0	0.91	per hour
Roof repairs—height and pitch—allowance—over 15 metres	23.3(i)(i)	2.9	0.66	per hour
Roof repairs—height and pitch—allowance—over 15 metres with a pitch of over 35 degrees	23.3(i)(ii)	4.0	0.91	per hour
Roof repairs—height and pitch—allowance—over 15 metres with a pitch of over 40 degrees	23.3(i)(ii)	5.8	1.32	per hour
Computing quantities allowance	23.3(j)	23.3	5.29	per day or part thereof
Certificate allowance	23.3(m)(i)	3.2	0.73	per hour
Spray application—painters allowance	23.3(n)	3.2	0.73	per hour

Allowance	Clause	% of hourly standard rate	\$	Payable
Pneumatic tool operation	23.3(o)	17.6	4.00	per day
Bricklayer operating cutting machine	23.3(p)	4.0	0.91	per hour or part thereof
Hydraulic hammer allowance ¹	23.3(q)	5.4	1.23	per hour
Waste disposal allowance ¹	23.3(r)	6.7	1.52	per hour
Civil construction sector				
Powdered lime dust allowance	23.4(b)(v)	3.5	0.79	per hour
Sand blasting allowance	23.4(c)	0.4	0.09	per hour or part thereof
Live sewer work	23.4(d)	2.9	0.66	per hour
Timbering allowance	23.4(e)	3.6	0.82	per hour or part thereof
Special work	23.4(f)	0.4	0.09	per hour for each day or part thereof
Compressed air work—0 to 35 kPa	23.4(g)	6.9	1.57	per hour
Compressed air work—over 35 and up to 65 kPa	23.4(g)	8.7	1.97	per hour
Compressed air work—over 65 and up to 100 kPa	23.4(g)	17.6	4.00	per hour
Compressed air work—over 100 and up to 170 kPa	23.4(g)	35.0	7.95	per hour
Compressed air work—over 170 and up to 225 kPa	23.4(g)	58.3	13.23	per hour
Compressed air work—over 225 and up to 275 kPa	23.4(g)	111.7	25.36	per hour
Cutting stone allowance	23.4(h)	4.0	0.91	per hour or part thereof

¹ This allowance applies for all purposes of the award.

C.1.3B.1.3 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

C.2B.2 Expense-related allowances

The following expense-related allowances will be payable to employees in accordance with clauses 19.11, 25—Living away from home—distant work and 26—Fares and travel patterns allowance:

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Allowance	Clause	\$	Payable
Tool allowance—artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter cutter, marble and slate worker, stonemason or tilelayer*	21.1(a)	32.11	per week
Tool allowance—caster, fixer, floorlayer specialist or plasterer*	21.1(a)	26.55	per week
Tool allowance—refractory bricklayer or bricklayer*	21.1(a)	22.79	per week
Tool allowance—roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction sector*	21.1(a)	16.82	per week
Tool allowance—signwriter, painter or glazier*	21.1(a)	7.71	per week
Boots allowance—bricklayer engaged on construction or repairs to refractory brickwork — purchase or cost of replacement	21.1(d)(i)	90.78	not more than once per six <u>6</u> months
Boots allowance—bricklayer engaged on construction or repairs to refractory brickwork— replacement (accrual of credit per week)	21.1(d)(ii)	4.54	per week
Meal allowance—all employees—overtime of at least one and a half hours	21.2(a)	15.38	per meal
Meal allowance—operator employee—after completion of each four <u>4</u> hours' overtime	21.2(c)	15.38	per meal
Compensation for clothes and tools	21.3(b)	1862	maximum
Living away from home allowance—per complete week	25.3(a)(i)	503.40	per week
Living away from home allowance—broken parts of the week	25.3(a)(i)	72.02	per day
Camping allowance—per complete week	25.5	203.61	per week
Camping allowance—broken parts of the week	25.5	29.06	per day
Meal allowance—forward journey	25.7(a)(i)	15.38	per meal
Return journey—additional for daily hire employees	25.7(b)(i)	20.81	per journey
Weekend return home	25.7(e)(i)	35.28	per occasion
Metropolitan radial areas	26.2	17.43	per day
Travelling outside radial areas—employee's own vehicle	26.5(b)(ii)	0.47	per km
Transfer during work hours—employee's own vehicle	26.9(b)	0.78	per km

*This allowance applies for all purposes of the award.

C.2.1B.2.1 Adjustment of expense-related allowances

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

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

C.3B.3 Other allowances

C.3.1B.3.1 Daily hire employees —Follow the job loading

Daily hire employees are entitled to a follow the job loading in accordance with clause 19.3(a).

C.3.2B.3.2 Leading hands

A person appointed as a leading hand must be paid an allowance in accordance with clause 19.2.

C.3.3B.3.3 Special allowance

Allowance	Clause	\$	Payable
Special allowance	22.1(a)	7.70	per week*

*This allowance will not be adjusted

~~Schedule D~~ Schedule C—School-based Apprentices

- D.1C.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2C.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3C.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4C.4** For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5C.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6C.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7C.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed ~~six~~ **6** years.
- D.8C.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each ~~two~~ **2** years of employment as an apprentice or at the rate of competency based progression where provided for in this award.
- D.9C.9** The apprentice wage scales are based on a standard full-time apprenticeship of ~~four~~ **4** years (unless the apprenticeship is of ~~three~~ **3** years duration) or stages of competency based progression where provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10C.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (where provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11C.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

~~Schedule E~~ Schedule D—National Training Wage

E.1D.1 Title

This is the *National Training Wage Schedule*.

E.2D.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level.

approved training means the training specified in the training contract.

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training.

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation.

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract.

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority.

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package.

Year 10 includes any year before Year 10

E.3D.3 Coverage

E.3.4D.3.1 Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause D.7 to this schedule or by clause D.5.4 of this schedule.

E.3.2D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause D.7 to this schedule.

E.3.3D.3.3 This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

E.3.4D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

E.3.5D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

E.3.6D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.4D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

E.4.1D.4.1 a full-time traineeship based on 38 ordinary hours per week, with **20%** of ordinary hours being approved training; and

E.4.2D.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with **20%** of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

E.5D.5 Minimum Wages

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

E.5.1D.5.1 Minimum wages for full-time traineeships**(a) Wage Level A**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause D.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	332.80	366.50	436.60
Plus 1 year out of school	366.50	436.60	508.10
Plus 2 years out of school	436.60	508.10	591.30
Plus 3 years out of school	508.10	591.30	677.00
Plus 4 years out of school	591.30	677.00	
Plus 5 or more years out of school	677.00		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause D.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	332.80	366.50	424.80
Plus 1 year out of school	366.50	424.80	488.60

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 2 years out of school	424.80	488.60	573.10
Plus 3 years out of school	488.60	573.10	653.70
Plus 4 years out of school	573.10	653.70	
Plus 5 or more years out of school	653.70		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause D.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	332.80	366.50	424.80
Plus 1 year out of school	366.50	424.80	478.20
Plus 2 years out of school	424.80	478.20	534.30
Plus 3 years out of school	478.20	534.30	595.20
Plus 4 years out of school	534.30	595.20	
Plus 5 or more years out of school	595.20		

(d) AQF Certificate Level IV traineeships

(i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of **3.8%** to those minimum wages.

(ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	703.20	730.40
Wage Level B	678.40	704.40
Wage Level C	617.40	640.70

E.5.2D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause D.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	14.37
Plus 1 year out of school	12.07	14.37	16.73
Plus 2 years out of school	14.37	16.73	19.45
Plus 3 years out of school	16.73	19.45	22.26
Plus 4 years out of school	19.45	22.26	
Plus 5 or more years out of school	22.26		

(b) Wage Level B

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause D.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	16.08
Plus 2 years out of school	13.99	16.08	18.87

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 3 years out of school	16.08	18.87	21.52
Plus 4 years out of school	18.87	21.52	
Plus 5 or more years out of school	21.52		

(c) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause D.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	15.73
Plus 2 years out of school	13.99	15.73	17.57
Plus 3 years out of school	15.73	17.57	19.58
Plus 4 years out of school	17.57	19.58	
Plus 5 or more years out of school	19.58		

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause D.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
10.95	12.07

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF

Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	23.12	24.03
Wage Level B	22.29	23.15
Wage Level C	20.31	21.08

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.5.3D.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

E.5.4D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause D.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6D.6 Employment conditions

E.6.1D.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of **25%** on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

E.6.2D.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

E.6.3D.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

NOTE: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause D.5.2(f)(ii) and not by ~~this~~ clause D.6.3.

E.6.4D.6.4 Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

E.7D.7 Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

E.7.1D.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated	I, II, III

Training package	AQF certificate level
Framework	
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III

Training package	AQF certificate level
Water Industry (Utilities)	III

E.7.2D.7.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III

Training package	AQF certificate level
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

E.7.3D.7.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

~~Schedule F~~ **Schedule E**—Part-day Public Holidays

Schedule F amended in accordance with [\[2019\] FWCFCB 5145](#) at [52] and [PR712189](#)

F.2 amended in accordance with [\[2019\] FWCFCB 8491](#) and [PR715079](#)

F.1E.1 This schedule operates in conjunction with award provisions dealing with public holidays.

E.2 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause E.2(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.
- (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

~~**F.2**—Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:~~

- ~~(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.~~
- ~~(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.~~
- ~~(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.~~
- ~~(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.~~
- ~~(e) Where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.~~
- ~~(f) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.~~
- ~~(g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.~~

~~**F.3E.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.~~

~~**F.4E.4** This schedule is not intended to detract from or supplement the NES.~~

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

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

~~Schedule H~~ **Schedule G**—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___