BUILDING TRADES AND LABOURERS (MIXED ENTERPRISE AND FACTORY) AWARD

This is a consolidated Award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the Fair Work Act 1994.

PART 1 – APPLICATION AND OPERATION OF AWARD

CLAUSE 1.1 AWARD TITLE

OPDATE 24:03:2006 1st pp on or after
This Award shall be known as the Building Trades and Labourers (Mixed Enterprise and Factory) Award.

CLAUSE 1.2 ARRANGEMENT

OPDATE 24:03:2006 1st pp on or after
1.2.1 This Award is arranged as follows:

Clause no.  Title

Part 1 – Application and operation of Award

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10.3 Right of entry
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1.2.2 Alphabetical order

Clause no.  Subject matter

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CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

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1.3.1 Except as provided in clause 1.3.2, this Award shall be binding on the industry of the occupations of all persons employed in the classifications set out in clause 1.6 in a mixed enterprise (as defined) and/or on factory work (as defined) whether as employers or employees and whether members of an association or not.

1.3.2 This Award shall not be binding on:

1.3.2.1 The Broken Hill Associated Smelters Pty Ltd or any of its employees;

1.3.2.2 One Steel Manufacturing Pty Ltd or any of its employees;

1.3.2.3 Public Sector employees subject to the provisions of the Public Sector Management Act 1995;

1.3.2.4 TransAdelaide or any of its employees;
1.3.2.5 The Flinders University of South Australia or any of its employees;
1.3.2.6 Any district council or council of any municipality;
1.3.2.7 Any employer or employee who is currently bound by the Building and Construction Industry (SA) Award;
1.3.2.8 Any employer or employee who is currently bound by the Cement, Etc., Brick and Roof Tile Award or the Fibrous Plasterers Factory Award; and
1.3.2.9 Those persons who are subject to an enterprise agreement within the meaning of the Act but only to the extent of any such inconsistency.

1.3 This Award shall apply throughout the State of South Australia.

CLAUSE 1.4 COMMENCEMENT DATE OF AWARD AND DURATION
OPDATE 24:03:2006 1st pp on or after
This Award shall operate from the first pay period commencing on or after 24 March 2006.

CLAUSE 1.5 AWARDS SUPERSEDED
OPDATE 24:03:2006 1st pp on or after
In relation to the employment by respondent employers of employees subject to the scope and provisions of this Award, this Award shall supersede the following Awards:

(a) Bricklayers and Tuckpointers (Mixed Industry) (South Australia) Award

(b) Building and Construction workers (State) (Mixed Industry) Award;

(c) Carpenters and Joiners (General) Award

(d) Painters and Decorators (Mixed industry) Award;

(e) Plasterers and Terrazzo Workers (Factory and Mixed Enterprise) Award.

CLAUSE 1.6 DEFINITIONS
OPDATE 24:03:2006 1st pp on or after
1.6.1 The Act means the Fair Work Act 1994 as it may be amended from time to time.

1.6.2 Adult Trainee Terrazzo Worker means an employee selected by his employer for the purpose of being taught the trade of a terrazzo worker. During the period of his tuition he shall receive the appropriate rate of pay set out in clause 5.1 and upon the satisfactory completion of his traineeship at the expiration of two years from the date of commencement of such traineeship shall be classified as a terrazzo worker tradesperson and receive the appropriate rate of pay set out in clause 5.1 and upon the satisfactory completion of his traineeship shall be classified as a terrazzo worker tradesperson and receive the appropriate rate of pay for such workers in clause 5.1.

1.6.3 Assembler A means an employee who in manufacturing any article is:

1.6.3.1 Wholly engaged in assembling prepared pieces of timber or other material (which is dressed, morticed, tenoned or otherwise prepared by machining) by cramping, nailing, screwing, gluing or fastening in any way.
1.6.3.2 Not responsible for the dimensions of the article other than by checking with gauges or other measuring instruments but may be required to trim, dress and/or sand such prepared articles (excepting the fitting of joints) in accordance with instructions given by a tradesperson.

1.6.4 **Assembler B** means an employee engaged exclusively on repetitive assembly of joinery components on any automatic, semi-automatic or single purpose machine and whose work may include:

1.6.4.1 The repetitive assembling of component parts of any article in predetermined positions in which no fitting or adjustment is required.

1.6.4.2 The attachment of accessories, such as window fasteners, casement stays or balances, to articles in predetermined prepared positions provided that no such employee shall be responsible for the setting up of machinery or the dimension of the products.

1.6.5 **Bricklayer** shall mean an employee employed on bricklaying or tuck pointing work. Without limiting the generality of the foregoing, the work of bricklayers may include: Bricklaying, brick cutting, tiling, setting pointed brickwork, firework, setting coke slabs, coke bricks, cutting openings in brickwork, stone setting and the laying of all types of blocks including concrete, masonry, terra cotta, glass, plaster, plastic and synthetic or reconstituted material blocks or bricks, paving bricks and brick blocks or tiles laid in sand.

1.6.6 **Carpenter or Joiner** means an employee engaged upon work ordinarily performed by carpenters or joiners in any workshop, establishment or yard. Such work may include:

1.6.6.1 Work in connection with prefabricated units;

1.6.6.2 Shop fitting;

1.6.6.3 The stripping of formwork shutters or boxing;

1.6.6.4 The erection of curtain walling, cladding or roofing with galvanised iron or other types of sheet metal or any other materials, which superseded the materials usually fixed by carpenters and joiners as roofing and cladding.

1.6.6.5 The erection of suspended ceilings except where wet plaster is used;

1.6.6.6 The erection of metal windows or doors provided that;

1.6.6.6(a) the drawing or shaping of metal is not required in respect of 1.6.6.4, 1.6.6.5 and 1.6.6.6 thereof, and

1.6.6.6(b) nothing in this definition shall be construed as giving a carpenter an exclusive right to the work specified in hereof.

1.6.7 **Commission** means the Industrial Relations Commission of South Australia.

1.6.8 **Confined space** means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

1.6.9 **Construction work** means all work performed under the Building and Construction Industry (SA) Award in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures, including the making, assembling or fixing of woodwork and fittings in connection therewith, the making, preparing, assembling and fixing of any material necessitating the use of tradesmen's tools or machines; and the prefabricating of a building in an open yard.
1.6.10 **Continuous service** means service as prescribed by clause 1.7.

1.6.11 **Employee** means a person employed under the terms and conditions of this Award.

1.6.12 **Factory Labourer** means an employee who is responsible for cleaning the work area as necessary, loading of trucks, general labouring (including stoning down and bagging) and assisting other production workers other than as a Terrazzo Assistant.

1.6.13 **Factory work** means any work performed in a workshop or factory or yard not located at an on site construction project and which is not part of a mixed enterprise (as defined).

1.6.14 **Glazier** means an employee engaged in any manner whatsoever in glazing, glass cutting, glass processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars, leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections.

1.6.15 **Joiner Setter Out** means a tradesperson joiner engaged in interpreting working drawings or plans, computing quantities, selecting materials and marking out components required for manufacture to a specific design.

1.6.16 **Joinery shop** means any establishment wherein joinery work is performed, provided such establishment is not located on an “on-site” construction project or within a mixed industry (as defined).

1.6.17 **Joinery work** means all work performed in a joinery shop (as defined) of the classifications contained in this Award, and includes the preparation, decoration and assembling of joinery or building components in timber or other recognised building and joinery material in the shop, factory or yard. All work performed "on-site" on a construction project by an employee who is principally employed in a joinery shop.

1.6.18 **Leading hand** means an employee responsible for directing and/or supervising the work of other persons.

1.6.19 **Machinist** means an employee who sets up and operates a machine for the polishing of all kinds of compositions, reconstituted stone, terrazzo or similar compositions to a specified surface in a factory.

1.6.20 **Maintenance work** means work performed by employees under this award employed in a mixed enterprise not being work in or in connection with the erection of structures whose purpose is the extension of the productive, administrative, storage, or distributive functions of such an enterprise for the performance of which erection employees under this award additional to the regular staff of employees under this award employed by such enterprise are engaged. For the purpose of this definition "maintenance" is confined to tradespersons employed by building and construction industry employers respondent to this award.

1.6.21 **Mixed industry** means an employer's enterprise for the purpose of the production, treatment, distribution or provision of articles, goods, merchandise and materials not mainly attributed to or mainly dependent on the work performed by employees covered by this award. Provided that this definition shall not extend to the employees engaged on construction work (as defined). For the purposes of this provision, ‘enterprise' means any factory, depot, premises or other place of the employer at which employees normally report for work or for the location of work or from which work is normally allocated to employees. Provided that any one or more such factories, depots, premises or other places of the employer in the same immediate vicinity shall be counted as one establishment. Further for the purposes of this provision, ‘employees' shall mean all employees in any capacity excepting administrative, sales and clerical employees.
1.6.22 **Operator of explosive-powered tools** means an employee qualified in accordance with the laws and regulation of the State to operate explosive-powered tools.

1.6.23 **Over award payment** is defined as the amount in rates of pay which an employee would receive in excess of the minimum award wage (i.e. base rate, arbitrated safety net adjustment and supplementary payment) as prescribed in this award for the classification in which such employee is engaged. Provided that this definition shall exclude overtime, shift allowances, disability allowances, location allowances, special rates or allowances, responsibility allowances and any other ancillary payments of a like nature prescribed by this Award.

1.6.24 **Painter** means an employee engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery and equipment, fences and posts (commercial, residential, industrial or otherwise).

1.6.24.1 The painting of or in connection with prefabricated buildings and structures, plant, machinery and equipment (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned.

1.6.24.2 Without limiting the generality of the foregoing the work of painters, includes the painting of pipe lines, conduits, valves, condensers, cocks, control and/or regulating stations or substations, and/or pumping, suction siphon, siphon booster stations or substations and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water, land or sea, used or to be used for the purpose of storing and/or regulating and/or conveying liquids or gases including natural oils and gases. Paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering plastic relief and texture work, graining, marbling, gilding, enameling, varnishing and lacquering, and the replacement of glass.

1.6.24.3 The mixing of and/or application of and or fixing of paint or like matter or substitute or mixtures or compositions or compounds for texture or plastic coating and finishes or other decorative or protective coatings and/or finishes, of putty, stopping caulking mixtures, compositions or compounds, oils, varnishes, watercolours, lacquers, stains, wallpapers, wall hangings or coverings, and/or other materials used in the painting and decorating trade with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping or caulking mixtures, compositions or compounds, oils varnishes, water-colours, lacquers, stains, wallpapers, wall hangings, or coverings coatings, or other materials used in the painting and decorating trade by heat, flame, water solvents, electrical, mechanical, air powered or hand tools or by grit, shot or other abrasives or by any other means and the preparation of the work and materials required in any of the aforementioned branches of the trade.
1.6.25 **Plasterer** means an employee employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, finishing and/or topdressing and/or patching concrete work, rendering with all forms of plaster including applying and finishing acoustic, insulating or fireproofing materials bonded with plaster, plastic, cementitious or similar substances, waterproofing work in cement, bitumen, plaster or patent material, granolithic floor laying (i.e. floors laid with material or aggregate consisting of marble chips, blue stone toppings, crushed slag or similar material) press cement work, cement floors (including magnesite and/or composition floors) marble mosaic paving, terrazzo and similar work, texture or pebble finish work formed in cement, plaster, asbestos, vermiculite, pearlite or other expanded aggregate or patent materials, sewer and/or tunnel plastering including the rendering of manholes, pits, sumps, tanks and filter beds, lathing for plastering work, scagliola and similar work, plaster, fibrous plaster, plaster glass fixing, ceiling fixing, plaster board fixing and laying or fixing tiles of terra cotta or pottery ware, scagliola and similar work, plaster, fibrous plaster, plaster glass fixing, ceiling fixing, plaster board fixing and laying or fixing tiles of terra cotta or pottery ware, faience, ceramic (excepting where done in connection with bricklaying work) opalite, (not exceeding 930 square centimetres) plastic or similar materials, and, rendering of house connection work such as taps, connections, basins, etc., and the jointing of pipes of concrete or cement composition used in sewer work (except where such work is done by a licensed drainer approved by the local authority to do such work), whether all of the foregoing is done by manual or mechanical means together with any of the work defined for the following specialist categories.

1.6.26 **Shop fitting** means the manufacture, installation, alteration, and/or repair of shop-fronts, show-cases, partitions involving wrap around glazing, partitions (including the insertion of glass panels where the glass is 6.35 millimetres or less in thickness by beads or moulds or other dry glazing methods), exhibitor's stands, and interior fittings and fixtures in or on buildings, other than small carpentry repair and renovation work carried out by a carpenter or joiner employed in a mixed industry (as defined).

1.6.27 **Sign writer** shall mean an employee who in addition to having a knowledge of painting, kalsomine, staining and varnishing, does any of the following work:

1.6.27.1 Sign writing designing and/or lettering of price tickets and show cards.

1.6.27.2 Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all descriptions, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

1.6.27.2(a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning shall include stone, wood, iron, metal, brick, cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;

1.6.27.2(b) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;

1.6.27.2(c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;

1.6.27.2(d) designing and laying out of cut-out displays of all descriptions, either pictorial, scenic or lettering and shall, under the terms of this award, include the making, designing, laying out, placing or erecting signs by the use of a letter on lettering machine, pantograph lettering machine or other similar machine.

1.6.27.2(e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass or any similar material.
1.6.27.3 Without limiting the general meaning sign writing work, shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

1.6.28 *Silk Screen Operator (non-tradesman)* is an operator employed exclusively in a factory or workshop to reproduce printing or artwork from a silkscreen mat or stencil.

1.6.29 *Terrazzo Assistant* means an employee not being a labourer or recognised tradesperson who, under supervision, is engaged as steel fixer, concrete finisher or general machinist on concrete and terrazzo cast articles and/or precast terrazzo in slab or veneer form.

1.6.30 *Tradesperson* means an employee engaged on, and capable of working direct from drawings or specifications in the laying or finishing of mosaic, terrazzo or concrete castings, or when making or fixing precast terrazzo or asbotex in slab or veneer form in a factory or yard.

1.6.31 *Union* means the Construction, Forestry, Mining and Energy Union (SA Branch).

**CLAUSE 1.7 CONTINUOUS SERVICE**

**UPDATE 24:03:2006 1**

1.7.1 **Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

1.7.1.1 Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.

1.7.1.2 Absence of the employee from work for any cause by leave of the employer.

1.7.1.3 Absence from work on account of illness, disease or injury.

1.7.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

1.7.1.5 Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the Act or the *Long Service Leave Act 1987*.

1.7.1.6 Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.

1.7.1.7 Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.

1.7.1.8 Interruption or termination of the employee's service by the employer for any reason other than those referred to in this Clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
1.7.1.9 Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

1.7.2 **Calculation of period of service**

Where an employee's service is deemed to be continuous under this Clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

1.7.2.1 To the extent that the employee receives or is entitled to receive pay for the period; or

1.7.2.2 Where the absence results from a decision of the employer to stand the employee off without pay.

**CLAUSE 1.8 FEDERAL AWARD NEXUS**

OPDATE 24:03:2006 1st pp on or after

1.8.1 The wages and conditions of this award are directly related to the National Joinery and Building Trades Products Award 2002 – an award of the Australian Industrial Relations Commission.

1.8.2 The wage rates and conditions contained in this Award shall only be varied upon application by this **Commission** to reflect changes which have been made to the accepted parent award unless the **Commission** is satisfied that the nexus with the Federal award is no longer appropriate or desirable or that special and significant circumstances exist which warrant a departure from the federal award; provided however that a departure from the parent award may be made where the parties bound by the Award agree that a variation should be made to reflect conditions as may be expressed in the **Act.**
PART 2 - MIXED ENTERPRISE

CLAUSE 2.1 APPLICATION
OPDATE 24:03:2006 1st pp on or after
This section of the Award applies to employers and employees engaged in a mixed enterprise (as defined).

CLAUSE 2.2 MAJORITY PROVISION
OPDATE 24:03:2006 1st pp on or after
Employees covered by the section of the Award shall have applied to them the provisions, if any, of any award, determination, industrial agreement or certified agreement applicable to the majority of the other persons employed in the mixed enterprise in respect to the following conditions of employment:

2.1.1 Anti-discrimination
2.1.2 Dispute resolution
2.1.3 Employment categories
2.1.4 Termination of employment
2.1.5 Redundancy
2.1.6 Service provisions (termination, change and redundancy)
2.1.7 Payment of wages
2.1.8 Superannuation
2.1.9 Hours of work
2.1.10 Rest periods/meal breaks
2.1.11 Overtime
2.1.12 Shift work
2.1.13 Saturday work
2.1.14 Sunday work
2.1.15 Public holiday work
2.1.16 Annual leave
2.1.17 Personal Leave – Injury and sickness
2.1.18 Bereavement leave
2.1.19 Parental leave
2.1.20 Personal leave to care for a family member
2.1.21 Public holidays
2.1.22 Travelling, Transport and Fares
2.1.23 Distant work

CLAUSE 2.3 WAGE RATES
OPDATE 24:03:2006 1st pp on or after
Refer to Schedule 1 attached to this Award.
PART 3 - FACTORY WORK OTHER THAN IN A MIXED ENTERPRISE

CLAUSE 3.1 APPLICATION
OPDATE 24:03:2006 1st pp on or after
This part of the Award applies to employers and employees engaged in factory work (as defined).

CLAUSE 3.2 ENTERPRISE FLEXIBILITY
OPDATE 24:03:2006 1st pp on or after
3.2.1 In this clause a relevant Association means an organisation of employees that:

3.2.1.1 has an interest in this Award; and

3.2.1.2 has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

[Note: The failure by an employer to give each relevant Association an opportunity to be involved in the consultative process leading to the making of an agreement may result in the Commission adjourning or refusing the application to vary the Award].

3.2.2 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the employer and employees. Each relevant Association will be entitled to be represented.

3.2.3 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the enterprise or workplace.

3.2.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

3.2.5 Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this Award, as it applies at the enterprise or workplace, to be varied, an application to vary will be made to the Commission. The agreement will be made available in writing, to all employees at the enterprise or workplace and to the relevant Associations with an interest in this Award.

3.2.6 When this Award is varied to give effect to an agreement made pursuant to this Clause the variation will become a schedule to this Award and the variation will take precedence over any provision of this Award to the extent of any expressly identified inconsistency.

3.2.7 The agreement must meet the following requirements to enable the Commission to vary this Award to give effect to it:

3.2.8 That the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs.

3.2.9 That the majority of employees covered by the agreement genuinely agree to it.

3.2.10 That the Award variation necessitated by the agreement is consistent with the requirements of Section 79 of the Act.
CLAUSE 3.3 INTRODUCTION OF CHANGE

OPDATE 24:03:2006 1st pp on or after

3.3.1 Notification of intended changes

Where an employer has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must as soon as practicable notify the employees who may be affected by the proposed changes and their Union.

3.3.1.2 Significant effects include:

(a) termination of employment;
(b) major changes in the composition, operation or size of the employer’s workforce or in the skills required;
(c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
(d) the alteration of hours of work;
(e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3.3.1.3 Where the Award makes provision for alteration of any of the matters in 3.1.1.2, an alteration will be deemed not to have significant effect.

3.3.2 Consultation with employees and their union

The employer must discuss with the employees affected and their Union, among other things:

(a) the introduction of the changes referred to in 3.1.1.1;
(b) the effects the changes are likely to have on employees;
(c) measures to avert or mitigate the adverse effects of such changes on employees.

3.3.2.2 The employer must give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

3.3.2.3 The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in 3.1.1.1.

3.3.2.4 For the purposes of such discussion, the employer must provide in writing to the employees concerned and the Union:

(a) all relevant information about the changes, including the nature of the changes proposed; and
(b) the expected effects of the changes on employees and any other matters likely to affect them.

3.3.2.5 Employers are not required to disclose confidential information disclosure of which, when looked at objectively, would be against the employer’s interests.
CLAUSE 3.4  DISPUTE/GRIEVANCE AVOIDANCE SETTLING PROCEDURES

3.4.1 Subject to the provisions of the Act any industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:

3.4.1.1 Any matter which has been fully discussed between an employee or employees and the supervisor and is still in dispute shall be referred to the Job Delegate or nominated employee representative.

3.4.1.2 The matter in dispute shall be discussed with the supervisor concerned.

3.4.1.3 If unresolved at this level, the matter in dispute shall be referred to the responsible management representative who shall ensure that the matter is recorded in writing and shall take all reasonable steps to resolve the matter.

3.4.1.4 If the matter is still unresolved, discussion shall then occur between a responsible management representative and a union official if applicable.

3.4.1.5 If agreement has not been reached the matter shall then be discussed between a representative nominated by the employer, which may include a representative of the Association of employers to which the employer is a member and the union official, if applicable.

3.4.1.6 If still not settled the matter shall be referred to the Commission.

3.4.1.7 Without prejudice to either party, work shall continue to be performed in accordance with the Award while the matters in dispute are negotiated in good faith.

3.4.1.8 Subject to the provisions of the Occupational, Health Safety and Welfare Act 1986, where a matter arises concerning a bona fide safety issue, the Union should notify the employer immediately, and if the matter is not able to be resolved between the parties, the assistance of an appropriate Safety Authority should be sought.

3.4.1.9 At any stage of the procedures, the parties; may seek the assistance of a conciliator, a member of the Commission or a mutually acceptable person.
PART 4 - EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

CLAUSE 4.1 ANTI-DISCRIMINATION
OPDATE 24:03:2006 1st pp on or after

4.1.1 It is the intention of the parties to this Award to achieve the principal object in Section 3(m) of the Act by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

4.1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Award provisions nor their operations are directly or indirectly discriminatory in their effects.

4.1.3 Nothing in this clause is to be taken to affect:

4.1.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation.

4.1.3.2 Until considered and determined further by the Commission the payment of different wages for employees who have not reached a particular age.

4.1.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

4.1.4 Nothing in this clause is to be taken to prevent:

4.1.4.1 A matter referred to in 4.1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

4.1.4.2 A matter referred to in 4.1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

CLAUSE 4.2 WORK ORGANISATION
OPDATE 24:03:2006 1st pp on or after

4.2.1 An employee may be engaged on a probationary period of three months, during which time termination of employment may be by either party without explanation, subject only to the provision of one week’s notice of termination. Such notice shall apply in lieu of any other notice and/or termination provisions or entitlements.

4.2.2 An employee shall be notified in writing at the commencement of their employment that their employment is subject to this provision and on what date the probationary period expires, provided that such date is no later than can be applied pursuant to this clause.
CLAUSE 4.3 EMPLOYMENT CATEGORIES

OPDATE 24:03:2006 1st pp on or after

4.3.1 **Weekly Hire Employment**

4.3.1.1 The contract of hiring of every person (except those in casual employment) bound by this Award shall, in the absence of an express contract to the contrary, be deemed to be a hiring by the week.

4.3.1.2 An employee may be engaged by the week for work on a part-time basis for a constant number of hours which having regard to the various methods of arranging ordinary hours shall average less than thirty eight hours per week.

4.3.2 **Part-time employment**

4.3.2.1 An employee engaged on a part-time basis shall be paid per hour one thirty-eighth of the weekly rate prescribed by the Award for the classification in which the employee is engaged.

4.3.2.2 An employee engaged on a part-time basis shall be entitled to all the benefits available to a full time employee arising under the Award on a proportional basis depending on the number of ordinary regular hours worked per week.

4.3.2.3 A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 6.4 Overtime and Special Time.

4.3.3 **Casual employment**

4.3.3.1 For each ordinary hour worked, a casual employee shall be paid the hourly equivalent of the appropriate weekly wage prescribed by this award for the class of work performed plus an additional 20 per cent of that hourly rate. Such loading is in lieu of annual leave, personal leave, bereavement leave, public holidays (not worked), notice of termination of employment and redundancy.

4.3.3.2 An employer when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.

4.3.3.3 Engagement shall be by the hour with a minimum daily engagement of 7.6 hours.

4.3.3.4 Termination of employment shall be by one hour’s notice or by the payment or forfeiture, as the case may be, of the remainder of the day’s wages or one hour’s pay, whichever is the greater.

4.3.1.3 An employee shall not be employed as a casual employee for more than twelve weeks in any twelve months. Provided such period may, by mutual agreement between the employer and employee (and which is to be recorded in the time and wages record) be extended to meet the circumstances of exceptional work demands and/or relieving an employee who is on extended leave or workers compensation.
CLAUSE 4.4 TERMINATION OF EMPLOYMENT

4.4.1 Notice of termination by employer

4.4.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>At least 1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

4.4.1.2 In addition to the notice in 4.4.1.1, employees over forty-five years of age at the time of the giving of notice, with not less than 2 years continuous service, are entitled to additional notice of one week.

4.4.1.3 Payment at the ordinary rate of pay, in lieu of the notice prescribed in 4.4.1.1 and/or 4.4.1.2 and/or 4.6.4, must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

4.4.1.4 In calculating any payment in lieu of notice, the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

4.4.1.5 The period of notice in this clause does not apply in the case of:

(a) dismissal for conduct that at common law justifies instant dismissal;

(b) casual employees;

(c) employees engaged for a specific period of time; or

(d) employees engaged for a specific task or tasks.

4.4.2 Time off during notice period

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day of time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee, after consultation with the employer.

4.4.3 Statement of employment

At the employee's request, the employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of, or the type of, work performed by the employee.

4.4.4 Payment in lieu

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purpose of computing any service related entitlement of the employee.
4.4.5 **Notice of termination by employee**

In order to terminate employment an employee must give the employer the following notice:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>At least 1 week</td>
</tr>
<tr>
<td>More than 1 year</td>
<td>At least 2 weeks</td>
</tr>
</tbody>
</table>

or forfeit the wages appropriate to the notice period.

---

**CLAUSE 4.5 REDUNDANCY**

**Definitions**

*Redundancy* in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and *redundant* has a corresponding meaning.

*Small business* means an employer who employs fewer than 15 employees.

*Week’s pay* means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

4.5.2 **Exclusions**

4.5.2.1 This clause does not apply to employees with less than 1 year of continuous service. The general obligation of employers should be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

4.5.2.2 This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

4.5.3 **Discussion before termination**

4.5.3.1 Where an employer has made a firm decision that the employer no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer shall have discussions as soon as practicable with the employees directly affected and with their Union. Discussions must include:
(a) the reasons for the proposed terminations;
(b) measures to avoid or minimise the terminations; and
(c) measures to mitigate the adverse effects of any terminations on the employees concerned.

4.5.3.2 For the purposes of such discussion the employer must, as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations, including:

(a) the reasons for the proposed terminations;
(b) the number and categories of employees likely to be affected;
(c) the number of workers normally employed; and
(d) the period over which the terminations are likely to be carried out.

No employer is required to disclose confidential information the disclosure of which, when looked at objectively, would be against the employer’s interests.

4.5.4 Period of notice of termination on redundancy

4.5.4.1 Redundancy

4.5.4.1(a) If the services of an employee are to be terminated due to redundancy such employee shall be given notice of termination as prescribed by clause 4.4.1.1.

4.5.4.1(b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes, in the industry in relation to which the employer is engaged, must be given not less than 3 months notice of termination.

4.5.4.1(c) Should the employer fail to give notice of termination as required in 4.5.4.1 or 4.5.4.2 in this Award the employer shall pay to that employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the Long Service Leave Act 1987.

4.5.5 Time off during notice period

4.5.5.1 During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.

4.5.5.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.5.5.3 The time off during notice period entitlements under this clause 4.5.5.3 apply in lieu of the provisions of 4.4.2.
4.5.6 **Notification to Centrelink**

4.5.6.1 Where a decision has been made to terminate the employment of an employee, or of employees, on account of redundancy the employer must notify Centrelink accordingly as soon as possible, giving relevant information including:

(a) a written statement of the reason(s) for the termination(s);
(b) the number and categories of the employees likely to be affected, and
(c) the period over which the termination(s) are intended to be carried out.

4.5.7 **Severance pay**

4.5.7.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in 4.4.1.1.

4.5.7.2 Severance pay - employees of a small business

4.5.7.2(a) An employee of a small business as defined in clause 4.5.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of *continuous service*:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 <em>weeks pay</em></td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 <em>weeks pay</em></td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 <em>weeks pay</em></td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 <em>weeks pay</em></td>
</tr>
</tbody>
</table>

* *Weeks pay* is defined in 4.5.1.

4.5.7.3 Severance pay - other than employees of a small business

4.5.7.3(a) An employee, other than an employee of a small business as defined in 4.5.1, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 <em>weeks pay</em></td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 <em>weeks pay</em></td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 <em>weeks pay</em></td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 <em>weeks pay</em></td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 <em>weeks pay</em></td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 <em>weeks pay</em></td>
</tr>
<tr>
<td>7 years and over</td>
<td>12 <em>weeks pay</em></td>
</tr>
</tbody>
</table>

4.5.7.4 Additional severance pay for employees aged over 45 years with 10 years or more continuous service

In addition to the severance pay in 4.5.7.3 an employee with not less than 10 years continuous service, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.
*Weeks pay* is defined in 4.5.1.

4.5.7.5 Continuity of service will be calculated in the manner prescribed by clause 1.7.

4.5.7.6 The severance payment need not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.

4.5.7.7 An employer may apply to the Commission for an order allowing the off-setting of all or part of an employee’s entitlement to severance payment on the basis that such payment, or part of it, is already provided for or included in the contributions which the employer made over and above those required by law to a superannuation scheme, and which are paid or payable to the employee on redundancy occurring.

4.5.8 **Incapacity to pay**

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An employer or a group of employers may make an application for variation.

4.5.9 **Alternative employment**

An employer may make application to the Commission to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.5.10 **Written Notice**

The employer must, as soon as practicable, but prior to the termination of the employee’s employment, give to the employee a written notice containing, among other things, the following:

(a) The date and time of the proposed termination of the employee’s employment.

(b) Details of the monetary entitlements of the employee upon the termination of the employee’s employment, including the manner and method by which those entitlements have been calculated.

(c) Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.

(d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

4.5.11 **Transfer to lower paid duties**

Where an employee whose job has become redundant accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.
4.5.12 Employee leaving during notice

An employee whose employment is terminated on account of redundancy may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice not worked.

4.5.13 Transmission of business

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 4.6.2 or 4.6.3 are met.

4.5.14 Contrived arrangements

Subject to an order of the Commission, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 4.5.7.3 or 4.5.7.4, then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 4.5.7.2.

CLAUSE 4.6 TRANSMISSION OF BUSINESS

4.6.1 Transmission of business

4.6.1.1 This clause applies where a business, undertaking or establishment, or any part of it, has been transmitted from an employer (the transmittor) to another employer (the transmittee).

4.6.1.2 Transmission without limiting its ordinary meaning, includes transfer, conveyance, assignment or succession, whether by agreement or operation of law. Transmitted has a corresponding meaning.

4.6.2 Acceptance of employment with transmittee

4.6.2.1 Subject to further order of the Commission, where a person who at the time of the transmission was an employee of the transmittor in that business, undertaking, establishment, or part of it, becomes an employee of the transmittee:

4.6.2.2 The period of service that the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments; and

4.6.2.3 The provisions of clause 4.5 do not apply in respect of the termination of the employee's employment with the transmittor.

4.6.3 Offer of employment with the transmittee

4.6.3.1 An employee is not entitled to benefits under clause 4.5 in respect of termination of employment resulting from transmission of the business, undertaking, establishment or part of it if:

4.6.3.1(a) The employee is offered employment by the transmittee;

4.6.3.1(b) The offer is made before the transmission of the business, undertaking, establishment or part of it;
4.6.3.1(c) The terms and conditions of the new employment offered:

(i) are not substantially different from those applying to the employment with the transmitter; or

(ii) are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and

4.6.3.1(d) the employee unreasonably refuses to accept the offer.

**CLAUSE 4.7 SERVICE PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)**

**OPUPDATE 24:03:2006 1st pp on or after**

4.7.1 **Continuity of service**

For the purpose of clauses 4.4 and 4.5 service means continuous service (as defined in clause 1.7).

4.7.2 **Service with two or more corporations**

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the Corporations Law, the service of the employee with each such corporation must be included in the calculation of the employee's continuous service for the purpose of determining the employee's entitlements according to clauses 4.4 and 4.5.

4.7.3 **Abandonment of employment**

4.7.3.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee abandoned his or her employment.

4.7.3.2 Provided that if within a period of 14 days from the employee’s last attendance at work or the date of the employee’s absence in respect to the notification has been given consent has been granted to the employee has not established to the satisfaction of the employer, that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned his or her employment.

4.7.3.3 Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last day’s absence in respect to which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

4.7.4 **Absence from duty**

An employee (other than employee who has been given or received notice in accordance with clause 4.4) not attending for duty shall except as provided by Clause 7.3 Personal Leave - Injury and Sickness, lose their pay for the actual time for such non-attendance.

4.7.5 **Standing down of employees**

Notwithstanding anything elsewhere contained in the clause the employer shall have the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through breakdown in machinery or any stoppage of work by any cause for which the employer cannot be reasonably be held responsible.
PART 5 - WAGES AND RELATED MATTERS

CLAUSE 5.1 CLASSIFICATIONS AND WAGES
OPDATE 24:03:2006 1st pp on or after
See Schedule 1 Wage Rates

CLAUSE 5.2 JUNIOR LABOUR AND APPRENTICES
OPDATE 24:03:2006 1st pp on or after
5.2.1 Junior labour
Refer to Schedule 1.

5.2.2 Apprentices
Refer to Schedule 1.

CLAUSE 5.3 MIXED FUNCTIONS/HIGHER DUTIES
OPDATE 24:03:2006 1st pp on or after
5.3.1 Higher duties
Except as provided in clause 5.3.2, an employee engaged for more than two hours during one day on duties carrying a higher rate than the employee’s ordinary classification shall be paid the higher rate for such day. If for two hours or less during one day the employee shall be paid the higher rate for the time so worked.

5.3.2 Construction work
5.3.2.1 An employee engaged on renovation or structural alterations to the employers premises (which do not fall under the definition of maintenance), or away from the factory or yard on construction work (as defined), shall be paid in accordance with the rates, allowances and, where applicable, conditions of the Building and Construction Industry (SA) Award as varied from time to time.

5.3.2.2 An employee employed on work prescribed in clause 5.3.2.1 on any part of the day shall be paid as prescribed for the whole of that day. Where such entitlement occurs on three or more days in any pay week, such employee shall be paid as prescribed for the whole of that week.

CLAUSE 5.4 PAYMENT OF WAGES
OPDATE 24:03:2006 1st pp on or after
5.4.1 All wages due shall be paid and be available not later than the time of cessation of ordinary hours of work on Thursday of each working week. Provided that in any week in which a public holiday falls on a Thursday or a Friday mutually acceptable alternative arrangements shall be made.

5.4.2 All rates, allowances and other monies shall be paid by cash, cheque, or direct credit to the account of an approved financial institution as nominated by the employee, provided that payment other than by cash creates no undue financial burden to the employee.

5.4.3 Where an employer makes a request to make wage payments to all employees covered by the award in a form other than cash, the agreement of employees shall not be unreasonably withheld.
5.4.4 Notwithstanding this provision, if the employer and the majority of employees agree, all employees shall be paid their wages by direct transfer.

**CLAUSE 5.5 ALLOWANCES**

**UPDATE 24:03:2006 1st pp on or after**

5.5.1 **Industry allowance – mixed enterprise**

5.5.1.1 Bricklayer, Painter and Tradesperson’s Labourer

A bricklayer or painter employed in a mixed enterprise shall be paid an allowance of $3.00 ($3.20 from 1st pp on or after 01/10/2006) per week to compensate for all the disabilities associated with the work performed.

5.5.1.2 Plasterers and Terrazzo workers

Tradespersons, machinists, terrazzo assistants, factory hands and adult trainees employed in a mixed enterprise or in a factory shall be paid an allowance of $14.00 ($14.85 from 1st pp on or after 01/10/2006) per week to compensate for all the disabilities associated with the work performed.

5.5.2 **Industry allowance – on-site**

In addition to the rates prescribed in Schedule 1, an employee engaged on construction work (as defined), shop fitting (as defined, but only "on-site") shall be paid an allowance at the rate of $20.40 ($21.70 from 1st pp on or after 01/10/2006) per week for all purposes of the Award to compensate for the following disabilities associated with construction work:

5.5.2.1 Climatic conditions when working in the open on all types of work.

5.5.2.2 The physical disadvantages of having to climb stairs or ladders.

5.5.2.3 The disability of dust blowing in the wind, brick dust and drippings from newly poured concrete.

5.5.2.4 Sloppy and muddy conditions associated with the initial stages of the erection of a building.

5.5.2.5 The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or bosun’s chair.

5.5.2.6 The lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).

5.5.3 **First aid**

An employee who is appointed by the employer to be responsible for carrying out first aid duties as they may arise and who hold a first aid qualification from either the Australian Red Cross Society or St John Ambulance Association or similar body and those duties are in addition to the employee’s normal duties, shall be paid an amount of $1.96 ($2.09 from 1st pp on or after 01/10/2006) per day to compensate the employee for the additional responsibilities, skill obtained and time spent acquiring the relevant qualification.
5.5.4 **Tool allowance**

5.5.4.1 **Employee providing tools**

A tool allowance shall be paid for all purposes of the Award in accordance with the following table:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Tool allowance</th>
<th>Tool allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ Per week</td>
<td>$ Per week</td>
</tr>
<tr>
<td></td>
<td>1st pp on or after</td>
<td>1st pp on or after</td>
</tr>
<tr>
<td>Carpenter and/or Joiner, Carpenter or Joiner, Joiner, Joiner-Setter Out, Joiner Special Class</td>
<td>22.10</td>
<td>23.30</td>
</tr>
<tr>
<td>Plasterer, Tradesperson (Precast Concrete Manufacture)</td>
<td>16.20</td>
<td>19.20</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>12.40</td>
<td>16.40</td>
</tr>
<tr>
<td>Assembler A</td>
<td>5.30</td>
<td>6.90</td>
</tr>
<tr>
<td>Glazier, Painter, Signwriter</td>
<td>4.50</td>
<td>5.60</td>
</tr>
</tbody>
</table>

5.5.4.2 **Employer providing tools**

Where an employer makes a definite decision to provide a tradesperson's tools (and such decision is conveyed in writing to the employees) then such employer must provide ALL the tools reasonably required by the tradesperson to perform all the functions of their employment, and in such cases no tool allowance shall be payable. Further that in such cases:

5.5.4.2(a) An employee provided with tools of trade by the employer shall not be responsible for the loss of such tools where the loss is outside the control of the employee.

5.5.4.2(b) An employee provided with tools of trade by the employer shall replace all or any tools of trade lost due to the negligence of the employee, provided that where the tools of trade are locked in a secure location provided by the employer, or at the employer's premises, the employee shall not be held responsible for the loss.

5.5.4.2(c) This sub-clause, however, should not apply to employees employed as at 14 January 1993 or apprentices, unless otherwise agreed between the parties.

5.5.5 **Meal allowance**

An employee required by the employer to work overtime for at least one and a half hours after working ordinary hours shall be paid an amount of $7.30 ($10.50 from 1st pp on or after 01/10/2006) to meet the cost of a meal.

5.5.6 **Mixed enterprises**

5.5.6.1 The following allowances are applicable to those employees employed in a mixed enterprise (as defined):

5.5.6.1(a) **Brewery cylinder painter**

A painter in brewery cylinders or stout tuns shall be allowed fifteen minutes spell in fresh air at the end of each hours worked. Such fifteen minutes shall be counted as working time and shall be paid as such.
5.5.6.1(b) **Cleaning down brickwork**

An employee required to clean down bricks using acids or other corrosive substances shall be paid 42 cents (44 cents from 1st pp on or after 01/10/2006) per hour extra.

5.5.6.1(c) **Cutting tiles**

An employee engaged at cutting tiles by electric saw shall be paid 57 cents (61 cents from 1st pp on or after 01/10/2006) per hour whilst so engaged.

5.5.6.1(d) **Height work – painting trades**

An employee working on any structure at a height of more than nine metres where an adequate fixed support not less than 0.75 metres wide is not provided, shall be paid 42 cents (44 cents from 1st pp on or after 01/10/2006) per hour. This subclause shall not apply to an employee working on a bosun’s chair or swinging stage. This provision shall not apply in addition to the towers allowance prescribed in 25.1.8 hereof.

5.5.6.1(e) **Roof repairs**

Employees engaged on repairs to roofs shall be paid 57 cents (61 cents from 1st pp on or after 01/10/2006) per hour; provided that in lieu of this rate roof slaters and tilers shall be paid in accordance with the following:

5.5.6.1(f) **Scaffolding**

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the relevant State Authority and is required to act on that certificate whilst engaged on work requiring a certificated person: 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour.

5.5.6.1(g) **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 shall be entitled to an allowance of $1.81 ($1.93 from 1st pp on or after 01/10/2006) per day on each day upon which the employees tools are so damaged, provided that no allowance shall be payable under this clause unless it is reported immediately to the employer’s representative on the job in order that they may prove the claim.

5.5.6.1(h) **Slushing**

An employee engaged at slushing shall be paid 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour.

5.5.6.1(i) **Spray application**

An employee engaged on all spray applications carried out in other than a properly constructed booth approved by the relevant State Authority: 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour.
5.5.6.1(j) **Swing scaffold**

A payment of $3.33 ($3.50 from 1st pp on or after 01/10/2006) for the first four hours or any portion thereof and 69 cents (73 cents from 1st pp on or after 01/10/2006) for each hour thereafter on any day shall be made to any person employed:

5.5.6.1(j)(i) On any type of swing scaffold or any scaffold suspended by rope or cable, bosun chair, etc.

5.5.6.1(j)(ii) On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

5.5.6.1(j)(iii) Provided that an apprentice with less than two years experience shall not use a swing scaffold or bosun’s chair.

5.5.6.1(k) **Toxic substances**

5.5.6.1(k)(i) Employees using toxic substances or materials of a like nature shall be paid 57 cents (61 cents from 1st pp on or after 01/10/2006) per hour extra. Employees working in close proximity to employees so engaged shall be paid 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour extra.

5.5.6.1(k)(ii) For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

5.5.6.1(l) **Tower allowance**

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour with 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour additional for work above each further fifteen metres.

5.5.6.13(m) **Wet work**

Employees working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, shall be paid 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour whilst so engaged.

5.5.7 **Special Rates**

5.5.7.1 In additional to the rates otherwise prescribed in this Award, the following extra rates shall be paid:
5.5.7.1(a)  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, shall be paid 57 cents (61 cents from 1st pp on or after 01/10/2006) per hour extra whilst wearing such equipment.

5.5.7.1(b)  Bagging

Employees engaged upon bagging brick or concrete structures shall be paid 42 cents (44 cents from 1st pp on or after 01/10/2006) per hour extra.

5.5.7.1(c)  Cold work

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius shall be paid 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour. Where such work continues for more than two hours, the employee shall be entitled to twenty minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

5.5.7.1(d)  Computing quantities

Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees shall be paid an additional $3.33 ($3.55 from 1st pp on or after 01/10/2006) per day or part thereof. Provided that this allowance shall not apply to an employee classified as a leading hand and receiving an allowance prescribed in clause 5.5.9.

5.5.7.1(e)  Confined space

An employee required to work in a confined space shall be paid 57 cents (61 cents from 1st pp on or after 01/10/2006) per hour or part thereof. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

5.5.7.1(f)  Dirty work

An employee engaged on unusually dirty work shall be paid 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour.

5.5.7.1(g)  Explosive power tools

An operator of explosive powered tools, as defined in this award, who is required to use an explosive powered tool, shall be paid $1.09 ($1.16 from 1st pp on or after 01/10/2006) for each day on which the employee uses such a tool.
5.5.7.1(h) **Fumes**

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between the employee or the majority of employees and the employer, and if the employee(s) is a member of the union, with the union; provided that, in default of an agreement, the matter may be dealt with in accordance with the Dispute Resolution Procedure for the fixation of the special rate.

5.5.7.2 Any special rate so fixed shall apply from the date the employer is advised of the claim and thereafter shall be paid as and when the fume condition occurs.

5.5.8 **Other allowances**

5.5.8.1 **Grindstone allowance**

An allowance of $4.90 ($5.22 from 1st pp on or after 01/10/2006) per week shall be paid to each carpenter or joiner where a grindstone or wheel is not made available.

5.5.8.2 **Heavy blocks (employees laying other than standard bricks)**

Employees employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the following additional rates:

<table>
<thead>
<tr>
<th></th>
<th>1st pp on or after 24/03/2006 Per hour</th>
<th>1st pp on or after 01/10/2006 Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) where the blocks weigh over 5.5kg and under 9kg</td>
<td>$0.46</td>
<td>$0.49</td>
</tr>
<tr>
<td>(b) where the blocks weigh 9 kg to over up to 18 kg</td>
<td>$0.83</td>
<td>$0.89</td>
</tr>
<tr>
<td>(c) where the blocks weigh over 18 kg</td>
<td>$1.17</td>
<td>$1.25</td>
</tr>
</tbody>
</table>

Provided that this paragraph shall not apply to employees being paid the extra rate for refractory work.

5.5.8.3 **Hot work**

An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius - 46 cents (49 cents from 1st pp on or after 01/10/2006) per hour or part thereof, exceeding 54 degrees Celsius - 57 cents (61 cents from 1st pp on or after 01/10/2006) per hour or part thereof. Where such work continues for more than two hours, the employee shall be entitled to twenty minutes rest after every two hours work without loss of pay, not including the special rate provided by this clause 5.5.8.3.

5.5.8.4 **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, 57 cents (61 cents from 1st pp on or after 01/10/2006) per hour or part thereof. This extra rate shall also apply to an employee in the immediate vicinity who is affected by the use of such materials.
5.5.8.5 **Conditions respecting special rates**

The special rates prescribed in this clause shall be paid when incurred irrespective of the time at which the work is performed and shall not be subject to any premium or penalty conditions. Where more than one of the above rates provides payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

5.5.9 **Leading hands**

A person specifically appointed to be a *leading hand* (as defined) shall be paid at the rate of the undermentioned additional amounts above the rate of highest classification supervised, or the employees own rate, whichever is higher, in accordance with the number of persons in the employees charge:

<table>
<thead>
<tr>
<th>Weekly rate</th>
<th>Weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; pp on or after 24/03/2006</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; pp on or after 01/10/2006</td>
</tr>
<tr>
<td>$13.00</td>
<td>$13.90</td>
</tr>
<tr>
<td>$28.70</td>
<td>$30.60</td>
</tr>
<tr>
<td>$36.60</td>
<td>$39.00</td>
</tr>
<tr>
<td>$48.80</td>
<td>$52.00</td>
</tr>
</tbody>
</table>

(a) In charge of not more than 1 person
(b) In charge of 2 and not more than 5 persons
(c) In charge of 6 and not more than 10 persons
(d) In charge of more than 10 persons

**CLAUSE 5.6 COMPENSATION FOR CLOTHES AND TOOLS**

**UPDATE 24:03:2006**

5.6.1 An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered as may be agreed upon with the employer.

5.6.2 An employee shall be reimbursed by the employer to a maximum of $1054 ($1315 from 1<sup>st</sup> pp on or after 01/10/2006) 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 in a lock-up as provided in this Award 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. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

5.6.3 Provided that for the purpose of this clause:

5.6.3.1 Only tools used by the employee in the course of employment shall be covered by this Clause;

5.6.3.2 The employee shall, if requested to do so, furnish the employer with a list of tools so used;

5.6.3.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;

The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

5.6.4 When an employer requires an employee to wear spectacles with toughened glass lenses, the employer will pay the cost of the toughening process.
CLAUSE 5.7 SUPERANNUATION

UPDATE 24:03:2006 1st pp on or after

5.7.1 Definitions

5.7.1.1 Alternative fund means any superannuation scheme registered and approved by the Insurance and Superannuation Commission.

5.7.1.2 Existing fund means any superannuation scheme registered and approved by the Insurance and Superannuation Commission to which the employer is already making contributions.

5.7.1.3 Fund means the CBUS (Construction and Building Industry Superannuation) established and governed by a Trust Deed dated 27 July 1984, as may be amended from time to time and includes any superannuation scheme which may be made in succession to it.

5.7.1.4 Ordinary time earnings means, for the purposes of the Superannuation Guarantee (Administration) Act 1992, an employee’s award classification rate and penalty loadings, including weekend and public holiday rates, where the time worked is part of the employee’s ordinary hours of work and such ordinary time earnings will operate to provide a notional earnings base.

5.7.2 Membership

An employer will ensure an employee becomes and remains (whilst employed by the employer) a member of a/an [fund, existing fund, alternative fund].

5.7.3 Contributions

An employer will make contributions for an employee in accordance with the legislative requirements in 5.7.4. These contributions will be based on the employee’s ordinary time earnings.

5.7.4 Superannuation legislation

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

5.7.5 Agreement to select a different fund

5.7.5.1 At a particular enterprise or workplace, agreement may be reached between the employer and the majority of employees to provide for the payment of contributions into a fund other than that prescribed in 5.7.2.

5.7.5.2 The implementation of such an agreement will require an application to be made to the Commission to vary the Award in respect of the enterprise or workplace concerned. In this regard the Award parties must comply with the terms of the enterprise flexibility provisions of this Award, i.e. Clause 2.1.

5.7.6 Form of agreement

5.7.6.1 In the event that the parties reach agreement pursuant to clause 5.7.5, the following form of agreement will be used.
[Company name] Superannuation Agreement.

It is agreed between the parties that [Company name] is to pay superannuation contributions on behalf of employees into [Name of Fund] in lieu of the fund prescribed in clause 5.7 of the Building Trades and Labourers (Mixed Enterprise and Factory) Award.

CLAUSE 5.8 SUPPORTED WAGE PROVISIONS

UPDATE 24:03:2006 1st pp on or after
See Schedule 2 - Supported Wage Provisions.
CLAUSE 6.1 HOURS OF WORK

6.1.1 Except as provided elsewhere in this award the ordinary working hours shall be 38 or an average of 38 hours per week worked on the following basis:

6.1.1.1 Ordinary hours shall be worked as a twenty-day, four week cycle of eight hours each on Monday to Friday inclusive, between the hours of 6.00a.m. and 7.00p.m. with 0.4 of one hour of each day worked accruing as an entitlement to take one day in each cycle as a rostered day off paid for as though worked.

6.1.1.2 Where it is agreed between employees, the appropriate union(s) and the employer that the one day off per cycle is not practicable then agreement may be reached in writing on an alternative method of implementing reduced hours, e.g.:

6.1.1.2(a) 38 hours within a work cycle not exceeding seven consecutive days; or
6.1.1.2(b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
6.1.1.2(c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
6.1.1.2(d) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
6.1.1.2(e) any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed; or
6.1.1.2(f) any other method mutually agreed between the employer, employees and Branch Secretary of the appropriate unions(s).

6.1.1.3 An employer shall employ a system of Rostered Days Off by any of the following methods:

6.1.1.3(a) by fixing one week day in a particular working cycle on which all employees will be on; or
6.1.1.3(b) by rostering employees off on various days of the week in a particular work cycle so that each employee has one day off during that cycle; or
6.1.1.3(c) by any other method which best suits the enterprise and is agreed to by the employer and a majority of employees in the affected factory workshop or section of the enterprise.

Provided that any existing arrangement shall not be altered without the agreement of a majority of employees in the affected factory workshop or section of the enterprise in which case the employer shall notify the appropriate union(s).

6.1.1.4 Where any rostered day off prescribed by clause 6.1.1.2 falls on a public holiday as prescribed in Clause 7.1 Public Holidays and Holiday Work, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the employer and the employee.
6.1.1.5 Each day of paid leave taken (except a rostered day off) and any holiday prescribed in clause 7.1 occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

6.1.1.6 An employee who has not worked, or is not regarded by reason of clause 6.1.1.4 as having worked, a complete nineteen day four week cycle shall 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.

6.1.1.7 Except where agreement has been reached in accordance with clause 6.1.1.1 and 6.1.1.2, the following procedure shall apply to work on rostered days off.

6.1.1.8 The prescribed rostered day off or any substituted day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Saturday work in Clause 6.6 Weekend Work (but shall not be entitled to a day off in lieu thereof).

**CLAUSE 6.2 ALTERNATIVE WORKING ARRANGEMENTS**

Update 24:03:2006 1st pp on or after

6.2.1 By due consultation and written agreement between the employer the employees and/or the Branch Secretary of their appropriate union(s) ordinary hours of work may be altered from those allowed under this clause, Clause 6.3 Rest Periods, Meal Times and Crib Times or Clause 6.4 Overtime and Special Time, to suit the needs of a particular enterprise, factory, workshop or section, subject to:

6.2.1.1 The agreement of at least 60% of employees in the section of the enterprise, factory or work-shop affected by the change; and

6.2.1.2 No employee experiencing a loss of ordinary time pay or status as a result of the alternative arrangement.

6.2.1.3 Such an arrangement shall, where there is an inconsistency with any term of the above-mentioned clauses prevail over the clause or clauses to the extent of the inconsistency.

6.2.2 For the purposes of this subclause section means a clearly identifiable production process.

**CLAUSE 6.3 REST PERIODS, MEALS AND CRIB TIMES**

Update 24:03:2006 1st pp on or after

6.3.1 There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken no less than four hours and no later than six hours after the commencement of work. Existing arrangements may be varied by agreement and such agreement processed under the procedure prescribed in clause 6.1.1.3.

6.3.2 There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.30a.m. and 11.30a.m.
6.3.3 When an employee is required to work overtime after the *usual ceasing time* for the day or shift for two hours or more, an employee shall be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work the employee shall be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the *usual ceasing time* without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee shall be regarded as having worked 20 minutes more than the time worked and shall be paid accordingly.

6.3.4 Where shift work comprises three continuous and consecutive shifts of eight hours each per day, inclusive of time worked for accrual purposes as prescribed in clauses 6.1 and 6.5, a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this Award.

6.3.5 The provision of the above sub-clause shall not apply in the case of an employee who is allowed the rest period prescribed in clause 5.5.8.3 and 5.5.7.1(c).

6.3.6 For the purposes of this clause *usual ceasing time* is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 6.1 and 6.5.

**CLAUSE 6.4 OVERTIME AND SPECIAL TIME**

**UPDATE 24:03:2006 1st pp on or after**

6.4.1 All time worked beyond the ordinary time of work, inclusive of time worked for accrual purposes as prescribed in clause 6.1, shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at double time thereafter.

6.4.2 **Recall to work**

6.4.2.1 An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rates for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period.

6.4.2.2 This sub-clause shall not apply in cases where it is customary for an employee to return to the employer’s premises to perform a specific job outside the ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.4.2.3 If an employer requires an employee to work during the time prescribed by clause 6.3 for cessation of work for the purpose of a meal, the employer shall allow the employee whatever time is necessary to make-up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time; provided, however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the prescribed cessation time; and provided also that if the cessation time is shortened at the request of the employee to the minimum of 30 minutes prescribed in clause 6.3 or to any other extent (not being less than 30 minutes) the employer shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.
6.4.2.4 Overtime work performed by shift workers employed on the second or third shifts of a day when two or three shifts are worked shall be paid for at twice the ordinary rates of payment.

6.4.2.5 No apprentice under the age of 18 years of age shall be required to work overtime or shift work unless the employee so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent attendance at Technical School, as required by any statute, award or regulation applicable to the employee.

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

6.4.2.7 An employee who works so much overtime:

6.4.2.7(a) between the termination of the employee's ordinary work on one day or shift, and the commencement of the employee's ordinary work in the next day or shift that the employee has not at least ten consecutive hours off duty between these times;

6.4.2.7(b) or on Saturday, Sundays or holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty four hours preceding the employee's next ordinary day or shift,

shall, subject to this clause 6.4.2.7 be released after completion of such overtime until the employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

6.4.2.7(c) If on the instruction of the employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.4.2.7(d) The provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

(i) For the purpose of changing shift rosters; or

(ii) Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or

(iii) Where a shift worker is worked by arrangement between the employees themselves.

6.4.2.8 An employer may require any employee to work reasonable overtime at overtime rates and such employee work overtime in accordance with such requirement except as provided for in clause 6.4.2.5.

6.4.2.9 An employee who has worked continuously (except for meal or crib times allowed by this award) for 20 hours shall not be required to continue at or recommence work for at least 12 hours.
**CLAUSE 6.5 SHIFT WORK**

**UPDATE 24:03:2006 1\textsuperscript{st} pp on or after**

6.5.1 Except as otherwise prescribed in this clause, where work is performed in shifts the following conditions shall apply:

6.5.1.1 For the purpose of this clause:

- **6.5.1.1(a)** *Afternoon shift* means a shift finishing at or after 9.00 p.m. and at or before 11.00 p.m.

- **6.5.1.1(b)** *Night shift* means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.

- **6.5.1.1(c)** *Early morning shift* means a shift finishing after 12.30 p.m. and before 2.00 p.m.

- **6.5.1.1(d)** *Early afternoon shift* means a shift finishing after 7.30 p.m. and before 9.00 p.m.

6.5.1.2 Other than work on a Saturday, Sunday or holiday, the rate of pay for *afternoon or night shift* shall be time and a half and the rate for *early morning and early afternoon shift* shall be time and a quarter, provided that the employee is employed continuously for five shifts Monday to Friday in any week. The observance of a holiday in any week shall not be regarded as a break in continuity for the purposes of this subclause.

6.5.1.3 An employee who is employed for less than five consecutive shifts Monday to Friday shall be paid for each day the employee works on any of the shifts referred to in clause 6.5.1.1 at the rate of time and a half for the first two hours and double time thereafter provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates their services during the week, the employee shall be paid at the rate specified in clause 6.5.1 for the time actually worked.

6.5.1.4 The ordinary hours of both *afternoon and night shift* shall be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this Award.

6.5.1.5 Employees on shift work shall accrue 0.4 of one hour for each eight hour shifts worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift shall be paid for at the appropriate shift rate as prescribed by this clause.

6.5.1.6 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 7.1 Public Holidays, shall be regarded as shifts worked for accrual purposes.

6.5.1.7 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment on termination.
6.5.1.8 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the twenty day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract provided that such accumulation shall be limited to no more than five such accrued days and when taken, the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle.

6.5.1.9 Once such days have been rostered they shall be taken as paid days off provided that where an employer, for emergency reasons requires an employee to work on the employee's rostered day off, the employee shall be paid, in addition to the employee's accrued entitlement, the penalty rates prescribed in clause 6.5.1.14.

6.5.1.10 For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.

6.5.1.11 An employee shall be given at least 48 hours notice of a requirement to work shift work.

6.5.1.12 The hours for shift workers when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous shift.

6.5.1.13 For all work performed on a Saturday, Sunday or holiday, the provision of clauses 6.4, 6.6 and 7.1 shall be applicable in lieu of the rate prescribed in this clause.

6.5.1.14 Work in excess of shift hours, Monday to Friday, other than Holidays shall be paid at double time, provided that these rates shall be based in each case on ordinary rates.

6.5.1.15 Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.

6.5.1.16 The variations to this clause shall not apply so as to reduce the rates of pay and/or conditions of work of any employee.

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**Clause 6.6 Weekend Work**

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

6.6.2 All time worked on Sundays shall be paid for at the rate of double time.

6.6.3 An employee required to work overtime on a Saturday or on a Sunday shall be afforded and paid for at least three hours work on a Saturday or for four hours work on a Sunday at the appropriate rate.

6.6.4 An employee working overtime on Saturday or working on a Sunday shall be allowed without deduction of pay, a rest period of ten minutes.

6.6.5 An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes which shall be paid at the ordinary rate of pay.
6.6.6 In the event of an employee being required to work in excess of a further four hours, the employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

CLAUSE 7.1 PUBLIC HOLIDAYS

7.1.1 An employee on weekly hiring shall be entitled to the following public holidays without deduction of pay: New Year’s Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen’s Birthday, Labor Day, Christmas Day, Proclamation Day, or any other day proclaimed or days substituted by Act of Parliament of proclamation for any of these days.

7.1.2 All work performed on any of the holidays prescribed in this clause shall be paid for at the rate of double time and a half.

7.1.3 Easter Saturday (the day following Good Friday).

7.1.3.1 All work performed on the day after Good Friday shall be paid for at the rate of double time and a half.

7.1.3.2 An employee required to work on the Saturday following Good Friday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate, which in the case of inclement weather shall be ordinary time.

7.1.4 Payment for public holidays not worked; weekly hired employees:

7.1.4.1 The employee's right to payment for any public holiday shall not be affected by any interruption or termination of his services by the employer if such interruption or termination has been made with the intention that the employer shall thereby avoid his obligation in respect to payment of such holiday.

7.1.4.2 Where the employment of employees of a particular class is interrupted or terminated by the employer within the seven days preceding the public holiday and employees of the same class and newly engaged by the same employer within the seven days after such public holiday, it shall be prima facie evidence that the interruption or termination was made by the employer in order to avoid his obligation under this clause.

7.1.4.3 The employee must work the working day immediately preceding and immediately following the abovementioned days, or be absent with the permission of the employer, or be absent with reasonable cause, to obtain the benefit of this clause. Absence arising from the termination of employment by the employee shall not be reasonable cause.

CLAUSE 7.2 ANNUAL LEAVE

7.2.1 Entitlement to annual leave

7.2.1.1 An employee (other than a casual employee) is entitled to 4 weeks annual leave for each completed year of continuous service.

7.2.1.2 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.
7.2.2 **Annual leave exclusive of public holidays**

The annual leave prescribed by this clause is exclusive of the public holidays named in this Award that fall on a Monday to Friday inclusive. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

7.2.3 **Accrual of annual leave entitlement**

7.2.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of **continuous service**:

7.2.3.1(a) *Full-time employees*: 152 hours per annum.

7.2.3.1(b) *Part-time employees*: \[ \frac{152 \times \text{average weekly ordinary hours over previous 12 months}}{38} \] hours per annum.

7.2.3.2 Where an employee has given five (5) working days or more **continuous service**, inclusive of any day off as prescribed by clause 6.1 and 6.5 (excluding overtime), and either leaves employment or employment is terminated by the employer, the employee shall be paid one twelfth of an ordinary week's wages in respect of each completed five (5) working days of **continuous service** with the employee's current employer for which leave has not been granted or paid for in accordance with this Award.

7.2.4 **Time of taking annual leave**

7.2.4.1 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 7.6.

7.2.4.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

7.2.4.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

7.2.4.4 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

7.2.5 **Payment for annual leave**

7.2.5.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.

7.2.5.2 Upon termination of employment, an employee must be paid for leave accrued in accordance with 7.2.3.2, which has not been taken.
7.2.6 **Annual leave loading**

In addition to the payment prescribed in clause 7.2.5, an employee shall receive during a period of annual leave a loading of 17.5 per cent calculated on the rates, loadings and allowances prescribed by clauses 5.1, 5.5.1, 5.5.2, 5.5.4 and 5.5.9 shall also apply to proportionate leave on lawful termination.

7.2.7 **Shut down**

7.2.7.1 Where an employer requires the business operation, or part of it, to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 months before the period of annual leave is to begin.

7.2.7.2 No more than two shut downs can occur in one calendar year.

7.2.7.3 Where:

(a) an employee is unable to attend work because of a shut down; and

(b) that employee has not accrued a full year of entitlement to annual leave,

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 7.2.3.2.

7.2.7.4 Where an employee is required to take leave in accordance with 7.2.7.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the shut down for any time in excess of the employee’s leave credit.

7.2.7.5 All time that the employee is stood off without pay for the purposes of 7.2.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

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**CLAUSE 7.3 PERSONAL LEAVE – INJURY AND SICKNESS**

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7.3.1 **Entitlement to personal leave**

An employee (other than a casual employee) who has a personal leave credit:

7.3.1.1 Is entitled to take personal leave if the employee is too sick to work; or

7.3.1.2 Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

7.3.2 **Accrual of personal leave entitlement**

7.3.2.1 An employee's entitlement to personal leave accrues as follows:

7.3.2.1(a) For the first year of *continuous service* - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours.

7.3.2.1(b) For each later year of *continuous service*, at the beginning of each year:

(i) a full-time employee accrues 76 hours.
(ii) a part-time employee accrues pro rata hours in accordance with the following formula:

\[
\frac{76}{38} \times \text{average weekly ordinary hours over the previous 12 months.}
\]

7.3.2.2 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

7.3.3 **Conditions for payment of personal leave**

7.3.3.1 The employee is not entitled to payment for personal leave unless:

7.3.3.1(a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and

7.3.3.1(b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

7.3.3.2 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

**CLAUSE 7.4 BEREAVEMENT LEAVE**

**UPDATE 24:03:2006 1st pp on or after**

7.4.1 **Entitlement to leave**

An employee (other than a casual employee), on the death of a:

- spouse;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

7.4.2 **Unpaid entitlement to leave**

An employee may take unpaid bereavement leave by agreement with the employer.

7.4.3 **Effect of other leave**

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.
CLAUSE 7.5  PARENTAL LEAVE

OPDATE 24:03:2006 1st pp on or after

7.5.1  Definitions

In this Clause, unless the contrary intention appears:

7.5.1.1  *Adoption* includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.

7.5.1.2  *Adoption Leave* means adoption leave provided under 7.4.3.4.

7.5.1.3  *Child* means a child of the employee or the employee’s spouse under the age of one year; or

means a child under the age of five years who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.

7.5.1.4  *Eligible casual employee* means a casual employee employed by an employer during a period of at least 12 months, either:

(a) on a regular and systematic basis for several periods of employment; or

(b) on a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to *adopt*, a reasonable expectation of ongoing employment.

7.5.1.5  *Extended Adoption Leave* means adoption leave provided under 7.4.3.4(2).

7.5.1.6  *Extended Paternity Leave* means paternity leave provided under 7.4.3.3(2).

7.5.1.7  *Government Authority* means a person or agency prescribed as a government authority for the purposes of this definition.

7.5.1.8  *Maternity Leave* means maternity leave provided under 7.4.3.2.

7.5.1.9  *Medical Certificate* means a certificate as prescribed in 7.4.5.1.

7.5.1.10  *Parental Leave* means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.

7.5.1.11  *Paternity Leave* means paternity leave provided under 7.4.3.3.

7.5.1.12  *Primary Care-Giver* means a person who assumes the principal role of providing care and attention to a child.

7.5.1.13  *Relative Adoption* means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

7.5.1.14  *Short Adoption Leave* means adoption leave provided under 7.4.3.4(1).

7.5.1.15  *Special Adoption Leave* means adoption leave provided under 7.4.10.

7.5.1.16  *Special Maternity Leave* means maternity leave provided under 7.4.9.1.
7.5.1.17  **Spouse** includes a defacto spouse or a former spouse.

7.5.2  **Employer’s responsibility to inform**

On becoming aware that:

(a) an employee is pregnant; or  
(b) an employee’s **spouse** is pregnant; or  
(c) an employee is adopting a **child**;

an employer must inform the employee of:

(i) the employee’s entitlements under this clause; and  
(ii) the employee’s responsibility to provide various notices under this clause.

7.5.3  **Eligibility for and entitlement to parental leave**

7.5.3.1 Subject to the qualifications in 7.5.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

7.5.3.1(a) For the purposes of this clause **continuous service** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

7.5.3.1(b) An employer must not fail to re-engage a casual employee because:

(i) the employee or the employee’s **spouse** is pregnant; or  
(ii) the employee is or has been immediately absent on parental leave.

7.5.3.1(c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.5.3.2 An employee who becomes pregnant is, on production of the required **medical certificate**, entitled to up to 52 weeks of **maternity leave**.

7.5.3.3 A male employee is, on production of the required **medical certificate**, entitled to one or two periods of **paternity leave**, the total of which must not exceed 52 weeks, as follows:

7.5.3.3(a) An unbroken period of up to one week at the time of the birth of the **child**.

7.5.3.3(b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).

7.5.3.4 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows:

7.5.3.4(a) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**).

7.5.3.4(b) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended adoption leave**).
7.5.4 Qualifications on Entitlements and Eligibility

7.5.4.1 An employee engaged upon casual or seasonal work is not entitled to parental leave.

7.5.4.2 An entitlement to parental leave is subject to the employee having at least 12 months of continuous service with the employer immediately preceding:

7.5.4.2(a) in the case of maternity leave, the expected date of birth; or otherwise

7.5.4.2(b) the date on which the leave is due to commence.

7.5.4.3 The entitlement to parental leave is reduced:

7.5.4.3(a) in the case of maternity leave, by any period of extended paternity leave taken by the employee’s spouse and/or by any period of special maternity leave taken by the employee.

7.5.4.3(b) in the case of extended paternity leave, by any period of maternity leave taken by the employee’s spouse.

7.5.4.3(c) in the case of extended adoption leave, by any period of extended adoption leave taken by the employee’s spouse.

7.5.5 Certification Required

7.5.5.1 An employee must, when applying for maternity leave or paternity leave, provide the employer with a medical certificate that:

(a) names the employee or the employee’s spouse, as appropriate;
(b) states that the employee or the employee’s spouse is pregnant; and
(c) states:

(i) the expected date of birth;
(ii) the expected date of termination of pregnancy; or
(iii) the date on which the birth took place;

whichever is appropriate.

7.5.5.2 At the request of the employer, an employee must, in respect of the conferral of parental leave, produce to the employer within a reasonable time a statutory declaration which states:

7.5.5.2(a) Parental Leave

7.5.5.2(a)(i) The particulars of any period of parental leave sought or taken by the employee’s spouse, and where appropriate;

7.5.5.2(a)(ii) that the employee is seeking the leave to become the primary care-giver of a child.

7.5.5.2(b) Adoption Leave

7.5.5.2(b)(i) In the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and
7.5.5.2(b)(ii) that for the period of the leave the employee will not engage in any conduct inconsistent with the employee’s contract of employment.

### 7.5.6 Notice requirements

#### 7.5.6.1 Maternity leave

7.5.6.1(a) An employee must:

(i) not less than 10 weeks before the expected date of birth of the child, give notice in writing to her employer stating the expected date of birth;

(ii) give not less than four weeks notice in writing to her employer of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and

(iii) notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.5.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence maternity leave at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

#### 7.5.6.2 Paternity leave

7.5.6.2(a) An employee must:

(i) not less than 10 weeks prior to each proposed period of paternity leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity leave.

(ii) notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

#### 7.5.6.3 Adoption leave

7.5.6.3(a) An employee must:

(i) on receiving notice of approval for adoption purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of adoption leave the employee proposes to take.

(ii) in the case of a relative adoption, so notify the employer on deciding to take a child into custody pending an application for adoption.

7.5.6.3(b) As soon as the employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.
7.5.6.3(c) at least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

7.5.7 Unforeseen circumstances

7.5.7.1 An employee is not in breach of any of these notice requirements if the employee’s failure to comply is caused by unforeseen or other compelling circumstances, including:

(a) the birth occurring earlier than the expected date; or

(b) the death of the mother of the child; or

(c) the death of the employee’s spouse, or

(d) the requirement that the employee accept earlier or later placement of the child;

so long as, where a living child is born, the notice is given not later than two weeks after the birth.

7.5.8 Taking of parental leave

7.5.8.1 No employee may take parental leave concurrently with such leave taken by the employee’s spouse, apart from paternity leave of up to one week at the time of the birth of the child or adoption leave of up to 3 weeks at the time of the placement of the child.

7.5.8.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the employee is entitled.

7.5.8.3 Paid personal leave or other paid absences are not available to an employee during the employee’s absence on parental leave.

7.5.8.4 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of 6 weeks of compulsory leave.

7.5.8.5 Subject to 7.5.4 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

7.5.8.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.5.8.7 Where leave is granted under 7.5.8.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

7.5.8.8 Maternity leave and paternity leave cannot extend beyond the child’s first birthday.

7.5.8.9 Adoption leave cannot extend beyond the child’s fifth birthday.
7.5.8.10 *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.

7.5.8.11 Not withstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with 7.5.16.

7.5.9 **Variation and cancellation of parental leave**

7.5.9.1 Without extending an entitlement beyond the limit set by 7.4.3, *parental leave* may be varied as follows:

7.5.9.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

7.5.9.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.

7.5.9.2 *Parental leave*, if applied for but not commenced, is cancelled:

(a) should the pregnancy terminate other than by the birth of a living *child*; or

(b) should the placement of a *child* proposed for *adoption* not proceed;

as the case may be.

7.5.9.3 If, after the commencement of any *parental leave*:

(a) the pregnancy is terminated other than by the birth of a living *child* or, in the case of *adoption leave*, the placement of the *child* ceases; and

(b) the employee gives the employer notice in writing stating that the employee desires to resume work;

the employer must allow the employee to resume work within four weeks of receipt of the notice.

7.5.9.4 *Parental leave* may be cancelled by agreement between the employer and the employee.

7.5.10 **Special maternity leave and personal leave**

7.5.10.1 If:

(a) an employee not then on *maternity leave* suffers illness related to her pregnancy she is entitled to take leave under 7.3; or

(b) the pregnancy of an employee not then on *maternity leave* terminates after 28 weeks otherwise than by the birth of a living *child*,

she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as *special maternity leave*) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, *special maternity leave* and *maternity leave* must not exceed the period to which the employee is entitled under 7.4.3.2 and she is entitled to take unpaid *special maternity leave* for such periods as a registered medical practitioner certifies as necessary.
7.5.10.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, **special maternity leave**.

7.5.10.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

7.5.10.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

### 7.5.11 Special adoption leave

7.5.11.1 An employee who has received approval to **adopt a child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

7.5.11.2 An employee who is seeking to **adopt a child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.

7.5.11.3 The leave under this subclause is to be known as **special adoption leave** and does not affect any entitlement under 7.4.3.

7.5.11.4 **Special adoption leave** may be taken concurrently by an employee and the employee’s **spouse**.

7.5.11.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of **special adoption leave**.

### 7.5.12 Transfer to a safe job: maternity leave

7.5.12.1 If, in the opinion of a legally qualified medical practitioner:

(a) illness or risks arising out of the pregnancy, or

(b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of **maternity leave**.

7.5.12.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

7.5.12.3 Leave under this subclause will be treated as **maternity leave**.

### 7.5.13 Part-time work

7.5.13.1 An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee’s hours of employment to an agreed extent subject to the following conditions:
7.5.13.1(a) Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

7.5.13.1(b) Where the employee is entitled to *parental leave*, by reducing the employee’s entitlement to *parental leave* for the period of such agreement.

7.5.14 **Communication during parental leave**

7.5.14.1 Where an employee is on *parental leave* and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*.

7.5.14.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee’s decision regarding the duration of *parental leave* to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

7.5.14.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with 7.5.13.1.

7.5.14.4 An *eligible casual employee* who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on *parental leave*.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

7.5.15 **Return to work after parental leave**

7.5.15.1 An employee must confirm the employee’s intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of *parental leave*.

7.5.15.2 On returning to work after *parental leave* an employee is entitled:

7.5.15.2(a) to the position which the employee held immediately before commencing *parental leave*; or

7.5.15.2(b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

7.5.15.3 If the employee’s previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee’s former position.
7.5.16 Right to request

7.5.16.1 An employee entitled to parental leave pursuant to clause 7.4.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.3(a) and 7.4.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid parental leave provided for in 7.4.3.2 by a further continuous period of leave not exceeding 12 months;

(c) to return to work from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

7.5.16.2 The employer shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.5.16.3 The employee’s request and the employer’s decision made under 7.5.16.1(b) and (c) must be recorded in writing.

7.5.16.4 Where an employee wishes to make a request under 7.5.16.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

7.5.17 Termination of employment

7.5.17.1 An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

7.5.17.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee’s absence on parental leave. Otherwise the rights of an employer in relation to termination of employment are not affected by this Clause.

7.5.18 Replacement employees

7.5.18.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

7.5.18.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

CLAUSE 7.6 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

UPDATE 24:03:2006 1st pp on or after

7.6.1 Definitions

7.6.1.1 Personal leave to care for a family member means leave provided in accordance with this clause.

7.6.1.2 Family - the following are to be regarded as members of a person's family:
(a) a spouse;
(b) a child or step child;
(c) a parent or parent in-law;
(d) any other member of the person's household;
(e) a grandparent or grandchild;
(f) any other person who is dependent on the person's care.

7.6.1.3 **Personal leave** means leave provided for in accordance with clause 7.3.

7.6.2 **Paid personal leave to care for a family member**

7.6.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee’s family who need the employee’s care and support:

(a) due to personal injury; or

(b) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to up to 10 days or 76 hours in any completed year of **continuous service** (pro rata for part-time employees) to provide care and support for such persons when they are ill.

7.6.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued **personal leave** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

7.6.2.3 The entitlement to use **personal leave to care for a family member** is subject to the employee being responsible for the care of the person concerned.

7.6.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

7.6.2.5 In normal circumstances an employee must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.

7.6.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

7.6.2.7 The amount of **personal leave to care for a family member** taken is to be deducted from the amount of the employees **personal leave** credit.

7.6.3 **Unpaid personal leave to care for a family member**

7.6.3.1 Where an employee has exhausted all paid **personal leave** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill or who requires care due to an unexpected emergency.

7.6.3.2 The employer and the employee shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.
7.6.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

7.6.4 **Single day absences**

Single day absences may be taken for *personal leave to care for a family member* as provided for in Clause 7.2.4 Time of Taking Annual Leave.

7.6.5 **Casual employees caring responsibilities**

7.6.5.1 Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the evidentiary requirements in 7.6 and X.1, casuals are entitled to not be available to attend work, or to leave work:

(a) to care for a member of their *family* who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

(b) upon the death of a *family* member.

7.6.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.6.5.1 is:

(a) the period agreed upon between the employer and the employee; or

(b) up to 48 hours (or 2 days) per occasion.

7.6.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.

7.6.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

7.6.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties’ arguments about the nature of casual employment.

**CLAUSE 7.7  TRADE UNION TRAINING LEAVE**

**UPDATE 24:03:2006** 1st pp on or after

7.7.1 Employees, other than casuals, covered by this Award shall be allowed leave without loss of pay up to a maximum of 5 days per annum to attend trade union training courses conducted, sponsored or endorsed by the *Union*. Preference shall be given in the granting of such leave to employees who are members of the *Union*.

7.7.2 In addition, employees who are recognised job delegates or shop steward or who hold official positions as set out in the rules of the union shall be allowed further leave of up to 5 days per annum without loss of pay to attend an approved training course. In any one year no more than one employee of any one employer shall be on leave pursuant to this clause.

7.7.3 Clauses 7.7.1 and 7.7.2 shall be subject to the following conditions:

7.7.3.1 The employer may withhold consent if less than 2 weeks written notice is received of the dates, times, description, and venue of the course and the name of the attending employee.
7.7.3.2 Such notice is to be endorsed by the Secretary of the union or his authorised agent.

7.7.3.3 The employee shall provide to the Secretary of the union and the employer a report on the course within a reasonable time after its completion.

7.7.3.4 The employer must be able to make adequate staffing arrangements during the period of such leave.

7.7.3.5 The employer shall not be liable for any additional cost other than the payment of extra remuneration where relieving arrangements are instituted to cover the absence of employees.

7.7.3.6 Where an employee attending a course pursuant to this clause is recalled to work by the employer owing to reasons unforeseen at the time of granting such leave, all time spent at the course prior to recall shall be reinstated as if such leave was not taken.

7.7.3.7 If an employee fails to attend a course for which such leave has been granted, the union shall notify the employer of the non-attendance, and the period thereof, as soon as possible. The employer shall not be required to make payment for any period of such leave granted which is not utilised in the attendance at a course unless the employee can substantiate that the failure to attend the course was due to illness.

7.7.3.8 An employee shall have completed a period of 12 months service with an employer before proceeding upon trade union training leave unless the employee has had more than 3 years service in the industries covered by this Award, in which case the employee need have only 6 months service with the employer.

7.7.3.9 At any time no more than one employee of any one employer shall be absent on trade union training leave at any one time without the consent of the employer.

7.7.3.10 The preceding subclauses of this clause shall be subject to the following conditions governing the maximum amount of paid trade union training leave granted in any one year by any one employer.

7.7.3.11 Where less than 10 employees are employed, no paid leave.

7.7.3.12 Where 10 or more employees but less than 40 employees are employed, a maximum of 10 days paid leave.

7.7.3.13 Where 40 or more employees but less than 100 employees are employed, a maximum of 10 days paid leave.

7.7.3.14 Where 100 or more employees are employed, a maximum of 15 days paid leave.

7.7.3.15 Leave taken pursuant to this subclause shall be regarded as continuous service for all purposes of this award and for purposes of long service entitlement.
PART 8 - TRANSFER, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

CLAUSE 8.1 FARES AND TRAVELLING TIME

OPDATE 24:03:2006 1st pp on or after

8.1.1 Where an employee is required to travel anywhere on the business of his employer in the course of his employment during the day, he shall receive all fares so incurred.

8.1.2 An allowance of $9.80 per day shall be made by employers to compensate for excess fares and travelling time to and from places of work incurred by employees engaged upon construction work. This allowance shall not be payable if the employer provides or offers to provide transport with suitable seating accommodation free of charge from an employee's home.

8.1.3 When an employee is transported to and from the site in the employer's time and the employer provides or offers to provide transport with suitable seating accommodation free of charge, clause 8.1.2 shall not apply.
PART 9 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

CLAUSE 9.1 TOOLS

UPDATE 24:03:2006 1st pp on or after

9.1.1 The employer shall provide the following tools when they are required by him/her to be used:

9.1.1.1 Dogs and cramps of all descriptions.

9.1.1.2 Bars of all descriptions.

9.1.1.3 Augers of all sizes.

9.1.1.4 Star bits and bits not ordinarily used in a brace.

9.1.1.5 Hammers, except claw hammers.

9.1.1.6 Glue pots and glue brushes.

9.1.1.7 Dowel plates.

9.1.1.8 Trammels.

9.1.1.9 Hand and thumbscrews.

9.1.1.10 Spanners.

9.1.1.11 Soldering irons.

9.1.1.12 Power tools to be provided by the employer if in his opinion they are necessary or desirable.

9.1.2 When an employee, who is employed in a shop, joinery mill or a workshop associated with a mixed enterprise, is required by his employer to work away from his usual shop, the employer shall provide facilities for the safe keeping of the employee's tools left on the site overnight.
PART 10 - AWARD COMPLIANCE AND ASSOCIATION RELATED MATTERS

CLAUSE 10.1 POSTING OF AWARD
OPDATE 24:03:2006 1st pp on or after
An up to date copy of this Award shall be posted and kept posted by the employer in a prominent place on the employer's premises accessible to the employees.

CLAUSE 10.2 TIME AND WAGE RECORDS
OPDATE 24:03:2006 1st pp on or after
10.2.1 An employer must keep time and age records for all employees including the following information:

(a) A record of the names, addresses and date of commencement of the employees.

(b) A record (a time book) identifying each employee’s times of beginning and ending work on each day (including a note of time allowed for meals and other breaks), the rate of pay and the wages paid to each employee and the date of each payment of wages.

(c) A record of annual leave, personal leave, parental leave, trade union training leave and long service leave granted to each employee.

(d) A record of the date of birth of employees under 21 years of age

(e) Any entitlement to long service leave.

(f) Long service leave records are required to be kept by the employer in the forms as set out in the Long Service Leave Regulations 2002, unless the employer promptly and accurately records the information required by these forms in wages, leave or other similar records kept by the employer.

(g) The time book must, if practicable, be verified by signature of the employee on, or as soon as possible after, each pay day, in order to verify the correctness of entries.

(h) Upon reasonable request of an employee, former employee, or an authorised inspector, an employer must produce a record relating to the employee or former employee and permit the employee or inspector to make copies of, or have extracts taken from the record.

(i) When a business, or part business, is transferred or assigned, the transferor or assignor must transmit to the transferee or assignee all records relating to the employees who became employees of the transferee or assignee.

(j) If an employer is paid on an hourly basis, or on a basis where the rate of pay varies according to the time worked, the employer must when the employer makes a payment of wages, provide the employee with a written record showing the number of ordinary overtime hours worked by the employee in the period, the rate of pay on which the payment is based and the amount of any superannuation contributions.

CLAUSE 10.3 RIGHT OF ENTRY
OPDATE 24:03:2006 1st pp on or after
10.3.1 An official of an association of employees may enter an employer's premises at which one or more of the members of the association is employed and:
10.3.1.1 Inspect time books and wage records; and

10.3.1.2 Inspect the work carried out by the employees who are members of the association and note the conditions under which the work is carried out; and

10.3.1.3 If specific complaints of non-compliance with the Award have been made, interview employees who are members of the association about the complaints.

10.3.2 Before an official exercises these powers the official must give reasonable notice in writing to the employer of at least 24 hours unless some other period is reasonable in the circumstances of the particular case.

10.3.3 A person exercising these powers must not interrupt the performance of work at the workplace; or:

(a) harass an employer or employee; or
(b) hinder or obstruct an employee in carrying out any duty of employment; or
(c) use or threaten to use force in relation to an employer, employee or any other person.

10.3.4 An employer may apply to the Commission seeking the withdrawal of the relevant powers of an official or from an association in the event of abuse of any of these powers.

CLAUSE 10.4 JOB REPRESENTATIVES

OPDATE 24:03:2006 1st pp on or after

10.4.1 An employee appointed as a job steward/delegate shall upon notification by the union to the employer, be recognised as the accredited representative of the union to which the employee belongs and the employee shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend job matters affecting the employee's union. A job steward/delegate shall notify the employer's representatives and his/her union prior to the calling of any stop work meeting.

10.4.2 Prior to dismissal or transfer (as defined) one week's notice shall be given to any job steward/delegate and the appropriate Union. Provided that one week's notice shall not be required in the case of summary dismissal.

10.4.3 For the purposes of this clause "transfer" shall mean transfer, whilst job steward/delegate into or out of an established on site crew but does not include transfers within an establishment or transfers of an employee who is not a recognised accredited representative.

10.4.4 Where a job steward/delegate is entitled to more than one week's notice of termination, pursuant to Clause 4.4 Termination of Employment, is terminated all but one week's notice may be paid in lieu.

10.4.5 In the event of the union disputing the decision of management to transfer or terminate the service of the job steward/delegate the matter shall be dealt with in accordance with Clause 3.4 Dispute/Grievance Avoidance Settling Procedure.

10.4.6 Provided that if genuine discussions are unreasonably delayed or hindered it shall be open to any party to give notification of the dispute to the Commission.
SCHEDULE 1 - WAGE RATES

UPDATE 01:11:2006 1st pp on or after (Adult Apprentices)

CLAUSE S1.1 BRICKLAYERS AND TUCKPOINTERS

The minimum ordinary rates of wages to be paid to the following classes of employees shall be:

S1.1.1 Adult employees

\[
\begin{array}{l|c|c}
\text{Per week} & \text{1st pp on or after} & \text{Per week} \\
\text{Base Rate} & 365.20 & 365.20 \\
\text{Supplementary payment} & 52.00 & 52.00 \\
\text{Arbitrated Safety Net} & 125.00 & 161.00 \\
\text{Industry Allowance} & 3.00 & 3.20 \\
\text{Tool Allowance} & 12.40 & 16.40 \\
\hline
\text{TOTAL} & 557.60 & 597.80 \\
\end{array}
\]

S1.1.2 Apprentices

S1.1.2.1 Except as provided in the following provisions of this clause S1.1.2, the apprenticeship provisions of this Award shall not apply to the employment in South Australia of any apprentice in any trade which has been proclaimed in any part or area of the State of South Australia to be an apprenticeship trade under the provisions of the Training and Skills Development Act 2003:

(a) The proportion of apprenticed junior employees to journeymen shall not exceed two to three or a fraction of three after any full multiple of three.

(b) The minimum ordinary rate of pay to be paid to apprentices shall be in accordance with the rates of pay and allowances prescribed by clause S1.1.2.2.

(c) An employee who is under 21 years of age on the expiration of the apprenticeship and thereafter works as a minor in the occupation to which he/she has been apprenticed, shall be paid the adult rate for that classification. Adult rate for the purpose of this paragraph means the total of the adult ordinary rate of pay, the tool allowance and the industry allowance.

(d) (i) Should an apprentice at the time of being apprenticed produce a certificate from a technical school that he/she has attended a technical school in two of the three following subjects, viz., building construction, joinery or architecture, for one year prior to being apprenticed, the employer will pay to the apprentice a further sum of 43 cents (47 cents from 1st pp on or after 01/10/2006) per week in addition to the wages prescribed by S1.1.2.2.
(ii) Should an apprentice during the third or any subsequent year of his apprenticeship produce a certificate from the examiners that he has attended a two years course and passed an examination at a technical school in two of the three following subjects, viz., building construction, joinery, architecture, he/she shall be entitled to be paid an additional sum of 44 cents (47 cents from 1st pp on or after 01/10/2006) per week in addition to the wages prescribed by S1.1.2.2 and in addition to the 44 cents (47 cents from 1st pp on or after 01/10/2006) prescribed in clause S1.1.2.1(d)(i), where payable, for the remainder of his apprenticeship.

(iii) Should an apprentice attain a pass at credit standard for the first annual examination he/she passes at the Apprentice Trade School he/she shall receive the sum of $1.61 ($1.72 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in this clause. Should he/she receive a pass credit standard in his/her second annual examination the apprentice shall receive $1.82 ($1.94 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in this clause for the next following year of his apprenticeship. For a similar pass in any subsequent annual examination, he/she shall receive $2.07 ($2.20 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in this clause for the next following year of the apprenticeship.

S1.1.2.2(i) The minimum ordinary weekly wage rates to be paid to apprentices (other than adult apprentices) are based on the relevant percentage of the table hereunder of the wage of $578.20 per week:

<table>
<thead>
<tr>
<th>%</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the first year</td>
<td>45</td>
</tr>
<tr>
<td>For the second year</td>
<td>55</td>
</tr>
<tr>
<td>For the third year</td>
<td>75</td>
</tr>
<tr>
<td>For the fourth year</td>
<td>90</td>
</tr>
</tbody>
</table>

S1.1.2.2(ii) The minimum ordinary weekly wage rates to be paid to adult apprentices are set out hereunder:

<table>
<thead>
<tr>
<th>Per Week</th>
<th>1st Pay period on or after 1 November 2006</th>
<th>Per Week</th>
<th>1st Pay period on or after 1 May 2007</th>
<th>Per Week</th>
<th>1st Pay period on or after 1 November 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the 1st Year</td>
<td>$280.20</td>
<td>$310.20</td>
<td>$484.40*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For the 2nd Year</td>
<td>$388.00</td>
<td>$368.00</td>
<td>$484.40*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For the 3rd Year</td>
<td>$453.70</td>
<td>$484.40</td>
<td>$484.40*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For the 4th Year</td>
<td>$520.40</td>
<td>$520.40</td>
<td>$520.40</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* or whatever the adult apprenticeship wage rate is as prescribed in the Minimum Standard for Remuneration as at 1 November 2007.

S1.1.2.2(iii) The above rates are calculated to the nearest 10 cents per week, any fraction less than 5 cents to go to the lower multiple and 5 cents or more to go to the higher.

S1.1.2.2(iv) In addition to the above rates, apprentices shall receive a Tool Allowance of $16.40 per week and an Industry Allowance of $3.20 per week.
S1.1.3 **Improvers and juvenile workers**

The minimum ordinary weekly rate of wages to be paid to improvers and juvenile workers shall be a tool allowance of $12.40 ($16.40 from 1st pp on or after 01/10/2006) per week, an industry allowance of $3.00 ($3.20 from 1st pp on or after 01/10/2006) per week and the percentage of the table hereunder of the wage of $542.20 ($578.20 from 1st pp on or after 01/10/2006) per week.

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 17 and under 18 years of age</td>
<td>45</td>
</tr>
<tr>
<td>18 and under 19 years of age</td>
<td>55</td>
</tr>
<tr>
<td>19 and under 20 years of age</td>
<td>75</td>
</tr>
<tr>
<td>20 and under 21 years of age</td>
<td>90</td>
</tr>
</tbody>
</table>

S1.1.4 **Tools**

Provided however, that an employer, may, by agreement with the apprentice, improver or juvenile worker, parent or guardian, elect to provide the apprentice, improver or juvenile worker with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed. In the event of the apprentice, improver or juvenile worker being dismissed or leaving the employment before the cost of the tool kit has been reimbursed the employer shall be entitled to:

(a) deduct from any wages due to the improver or juvenile worker the remaining cost of the tool kit; or

(b) by agreement, retain tools at the originally nominated value to the amount still owing.

**CLAUSE S1.2 BUILDING AND CONSTRUCTION WORKERS (STATE)(MIXED INDUSTRY)**

The provisions of this clause S1.2 shall apply to employees employed on maintenance work in mixed enterprises.

The minimum weekly ordinary rates of pay to be paid to the following persons or classes of persons shall be:

**Tradespersons Labourer**

<table>
<thead>
<tr>
<th></th>
<th>Per week 1st pp on or after 24/03/2006</th>
<th>Per week 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Rate</td>
<td>$332.80</td>
<td>$332.80</td>
</tr>
<tr>
<td>Supplementary payment</td>
<td>$47.70</td>
<td>$47.70</td>
</tr>
<tr>
<td>Arbitrated Safety Net</td>
<td>$123.00</td>
<td>$159.00</td>
</tr>
<tr>
<td>Industry Allowance</td>
<td>$3.00</td>
<td>$3.20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>506.50</strong></td>
<td><strong>542.70</strong></td>
</tr>
</tbody>
</table>
**CLAUSE S1.3 CARPENTERS AND JOINERS**

### S1.3.1 Adult rates of pay

<table>
<thead>
<tr>
<th>Group</th>
<th>1st pp on or after 24/03/2006</th>
<th>Weekly rate</th>
<th>1st pp on or after 01/10/2006</th>
<th>Weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
<td>Group 1</td>
<td>$448.40</td>
<td>$484.40</td>
</tr>
<tr>
<td>Group 2</td>
<td></td>
<td>$465.00</td>
<td>$501.00</td>
<td></td>
</tr>
<tr>
<td>Group 3</td>
<td></td>
<td>$487.60</td>
<td>$523.60</td>
<td></td>
</tr>
<tr>
<td>Group 4</td>
<td></td>
<td>$508.50</td>
<td>$544.50</td>
<td></td>
</tr>
<tr>
<td>Group 5</td>
<td></td>
<td>$542.20</td>
<td>$578.20</td>
<td></td>
</tr>
<tr>
<td>Group 6</td>
<td></td>
<td>$563.10</td>
<td>$599.10</td>
<td></td>
</tr>
<tr>
<td>Group 7</td>
<td></td>
<td>$583.90</td>
<td>$619.90</td>
<td></td>
</tr>
</tbody>
</table>

The classifications covered by this award and the appropriate broadbanded group for such classifications shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Broadbanded group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joiner-Setter Out</td>
<td>6</td>
</tr>
<tr>
<td>Carpenter &amp; Joiner</td>
<td>5</td>
</tr>
<tr>
<td>Carpenter and/or Joiner</td>
<td>5</td>
</tr>
<tr>
<td>Joiner</td>
<td>5</td>
</tr>
<tr>
<td>Assembler A</td>
<td>4</td>
</tr>
<tr>
<td>Assembler B</td>
<td>3</td>
</tr>
<tr>
<td>Primer</td>
<td>3</td>
</tr>
<tr>
<td>General Hand</td>
<td>1</td>
</tr>
</tbody>
</table>

Provided that:

(i) an employee currently classified as an Assembler A who is only required to perform the duties specified in clause 1.6.3 shall be paid in accordance with broadbanded group 3. Where such employee performs a wider range of duties including those more complex, tasks identified for broadbanded group 4, then such employee shall be paid in accordance with broadbanded group 4.

(ii) an employee currently classified as an Assembler B who is only required to perform the duties specified in clause 1.6.4 shall be paid in accordance with broadbanded group 2. Where such employee performs a wider range of duties, including those more complex, indicative tasks identified for broadbanded group 3, then such employee shall be paid in accordance with broadbanded group 3.

### S1.3.2 Apprentices

#### S1.3.2.1(i) Joinery shops (Junior Apprentices)

(Percentage of Group 5 Tradesperson - $578.20 per week)
Per Week
1st Pay period
on or after
% 1 October 2006

First Year 50 $289.10
Second Year 62 $358.50
Third Year 75 $433.70
Fourth Year 90 $520.40

S1.3.2.1(ii) Joinery Shops (Adult Apprentices)

Per Week Per Week Per Week
1st Pay period 1st Pay period 1st Pay period
on or after on or after on or after
1 November 2006 1 May 2007 1 November 2007

First Year $309.10 $339.10 $484.40*
Second Year $378.50 $408.50 $484.40*
Third Year $453.70 $484.40 $484.40*
Fourth Year $520.40 $520.40 $520.40

* or whatever the adult apprenticeship wage rate is as prescribed in the Minimum Standard for Remuneration as at 1 November 2007.

S1.3.2.2(i) Other than joinery shops (Junior Apprentices)

(Percentage of Group 5 Tradesperson - $578.20 per week.)

Per Week
1st Pay Period
on or after
% 1 October 2006

First Year 45 $260.20
Second Year 55 $318.00
Third Year 75 $433.70
Fourth Year 90 $520.40

S1.3.2.2 (ii) Other than joinery shops (Adult Apprentices)

Per Week Per Week Per Week
1st Pay period 1st Pay period 1st Pay period
on or after on or after on or after
1 November 2006 1 May 2007 1 November 2007

First Year $280.20 $310.20 $484.40*
Second Year $338.00 $368.00 $484.40*
Third Year $453.70 $484.40 $484.40*
Fourth Year $520.40 $520.40 $520.40

* or whatever the adult apprenticeship wage rate is as prescribed in the Minimum Standard for Remuneration as at 1 November 2007.

S1.3.2.3 The above rates are calculated to the nearest 10 cents per week any fraction less than 5 cents to go to the lower multiple and 5 cents or more to go to the higher.

In addition to the above rates apprentices shall receive the appropriate amount prescribed in Clause 5.5.4 Tool Allowance.
Provided that an apprentice employee under this Award who is required to perform construction work (as defined) on any day or part thereof shall be paid for the whole day an industry allowance at the rate of $20.40 ($21.70 from 1\textsuperscript{st} pp on or after 01/10/2006) per week.

Where an apprentice has an entitlement under this provision on three or more days in any pay week they shall be paid the industry allowance of $20.40 ($21.70 from 1\textsuperscript{st} pp on or after 01/10/2006) for the whole of that pay week.

Should an apprentice attain a pass at credit standard for the first annual examination the employee passes at a technical college the employee shall receive the sum of $1.55 ($1.72 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in clauses S1.3.2.1 or S1.3.2.2 for the next following year of the apprenticeship. Should the apprentice receive a pass at credit standard in the second annual examination the employee shall receive $1.76 ($1.94 from 1st pp on or after 01/10/2006) per week in addition to the rates prescribed in clauses S1.3.2.1 or S1.3.2.2 for the next following year of the apprenticeship.

For a similar pass in any subsequent examination the apprentice shall receive $2.00 ($2.20 from 1st pp on or after 01/10/2006) per week in addition to the rates prescribed in clauses S1.3.2.1 or S1.3.2.2 for the next following year of the apprenticeship.

Where an apprentice is unable to sit for an annual examination because of personal illness or injury and then attains a pass at credit standard at a deferred examination in lieu thereof, the relevant additional amount shall be payable for the next following year of apprenticeship but from the beginning of the first pay period commencing on or after the date on which the results of that deferred examination are published only.

Any dispute as to the proof in respect of such illness shall be determined by the Commission.

Provided that an employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the Tool Allowance until the cost of the kit of tools is reimbursed. In the event of an apprentice being dismissed or leaving his/her employment before the cost of the tool kit has been reimbursed the employer shall be entitled to:

- (a) deduct from any monies owing to the apprentice the remaining cost of the tool kit; or
- (b) by agreement retain tools at the originally nominated value to the amount still owing.

Provided that, irrespective of years of service, apprentices shall be paid at the rate of 70 cents per week extra when engaged on the construction of silos, water towers, grain elevators or on a multi-storey building beyond the third floor prior to an elevator being available.

S1.3.2.4 An employee who is under 21 years of age on the expiration of his/her apprenticeship and thereafter works as a minor in the occupation to which he/she has been apprenticed, shall be paid the adult rate for the classification. Adult rate for the purpose of this paragraph means the appropriate rate of pay prescribed in clause S1.3.1.
S1.3.2.5 All apprenticed junior employees shall be indentured in accordance with the provisions of the Training and Skills Development Act 2003. Provided that a period of probation of three months shall be allowed to each such junior employee which shall be reckoned as part of the period of his/her apprenticeship should he/she at the commencement thereof or during or at the termination thereof become indentured as aforesaid.

S1.3.2.6 The proportion of apprenticed junior employees to adult journeyperson shall not exceed two to three. The calculation of the proportion shall be based when it is proposed to take an apprentice, upon the aggregate number of employees on full-time employment with the employer for the preceding six months. If an employer is actually working in the trade he/she shall count as a journeyperson.

S1.3.2.7 If an employer is unable to fulfil his/her obligations to an apprentice, the apprentice shall be entitled to complete his/her term of apprenticeship with another employer, who may take and employ him/her as such an apprentice and for that purpose the apprentice shall if required so to do, sign a deed of apprenticeship to such other employer.

S1.3.2.8 No employer shall be entitled to take an apprentice unless he/she has been in business for at least one year. Provided that this paragraph shall not apply to the case of an employer or an apprentice in a joinery mill.

S1.3.3 Unapprenticed junior employees

S1.3.3.1 The proportion of unapprenticed junior employees to journeyperson employed by an employer shall not exceed one to four on building construction work performed on site and one to six on work performed in shops or joinery mills: Provided nevertheless that an employer who employs two adult employees may employ one unapprenticed junior employee.

S1.3.3.2 Unapprenticed junior employees shall be paid the same wage prescribed in clause S1.3.2.1, provided that at the completion of four years employment at a particular trade or calling, or on attaining twenty-one years of age, whichever is the sooner, such employee shall be paid the appropriate adult rate prescribed in this clause.

S1.3.3.3 The provisions of clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 2.3, 3.3, 4.3, 4.5, 5.1, 5.3, 5.4, 5.5, 6.1, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 7.3, 7.4, 7.6 and 10.2 shall be applicable to and in respect of the employment of unapprenticed junior employees.

S1.3.3.4 No unapprenticed junior employee shall be permitted or required by his/her employer to attend winches, sling timber or work power driven machinery.

**CLAUSE S1.4 PAINTERS AND DECORATORS**

S1.4.1 Adult Signwriters
### S1.4.2 **Adult Painters, Decorators, Paperhangers and Glaziers**

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Base Rate</td>
<td>374.70</td>
<td>374.70</td>
</tr>
<tr>
<td>Supplementary Payment</td>
<td>53.30</td>
<td>53.30</td>
</tr>
<tr>
<td>Arbitrated Safety Net</td>
<td>125.00</td>
<td>161.00</td>
</tr>
<tr>
<td>Industry Allowance</td>
<td>3.00</td>
<td>3.20</td>
</tr>
<tr>
<td>Tool Allowance</td>
<td>4.50</td>
<td>5.60</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>560.50</td>
<td>597.80</td>
</tr>
</tbody>
</table>

### S1.4.3 **Silkscreen Operator (Non-tradesperson)**

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Base Rate</td>
<td>365.20</td>
<td>365.20</td>
</tr>
<tr>
<td>Supplementary Payment</td>
<td>52.00</td>
<td>52.00</td>
</tr>
<tr>
<td>Arbitrated Safety Net</td>
<td>125.00</td>
<td>161.00</td>
</tr>
<tr>
<td>Industry Allowance</td>
<td>3.00</td>
<td>3.20</td>
</tr>
<tr>
<td>Tool Allowance</td>
<td>4.50</td>
<td>5.60</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>549.70</td>
<td>587.00</td>
</tr>
</tbody>
</table>

### S1.4.4 **Junior labour**

#### S1.4.4.1 **Unapprenticed**

**S1.4.4.1(a)** The proportion of unapprenticed junior employees to journeymen employed by any employer shall not exceed one to four. Provided nevertheless that an employer who employs two or three adult painters or signwriters may employ one unapprenticed junior employee.

**S1.4.4.1(b)** Unapprenticed junior employees shall be paid the same wage rate prescribed in clause S1.4.4.2 provided that at the completion of four years employment at a particular trade or calling or on attaining twenty-one years of age, whichever is the sooner, such employee shall be paid the appropriate adult rate, prescribed in clauses S1.4.1, S1.4.2 or S1.4.3, and in addition the Whyalla loading (clause S1.6) where applicable.
S1.4.4.2 

**Apprenticed**

S1.4.4.2(a) The proportion of apprenticed junior employees to journeymen shall not exceed two to three or a fraction of three after any full multiple of three.

S1.4.4.2(b)(i) The minimum ordinary weekly wage rate to be paid to apprentices (other than adult apprentices) are based on the relevant percentages as set out in the table below applied to the sum of the appropriate tradesperson’s weekly base rate, supplementary payment and arbitrated safety net adjustment as prescribed in clauses S1.4.1 or S1.4.2 (the Whyalla loading will need to be included in calculations where applicable):

<table>
<thead>
<tr>
<th></th>
<th>Signwriters</th>
<th>Painters</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Week</td>
<td>Per Week</td>
</tr>
<tr>
<td>For the first year</td>
<td>45% $265.10</td>
<td>$260.20</td>
</tr>
<tr>
<td>For the second year</td>
<td>55% $324.00</td>
<td>$318.00</td>
</tr>
<tr>
<td>For the third year</td>
<td>75% $441.80</td>
<td>$433.70</td>
</tr>
<tr>
<td>For the fourth year</td>
<td>90% $530.10</td>
<td>$520.40</td>
</tr>
</tbody>
</table>

S1.4.4.2(b)(ii) The minimum ordinary weekly wage rate to be paid to adult apprentices are set out hereunder (the Whyalla loading will need to be included in the calculations were applicable):

<table>
<thead>
<tr>
<th></th>
<th>Signwriters</th>
<th>Painters</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Week</td>
<td>Per Week</td>
</tr>
<tr>
<td>1st Pay period on or after 1 November 2006</td>
<td>$285.10</td>
<td>$280.20</td>
</tr>
<tr>
<td>1st Pay period on or after 1 May 2007</td>
<td>$344.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>1st Pay period on or after 1 November 2007</td>
<td>$461.80</td>
<td>$453.70</td>
</tr>
<tr>
<td>1st Pay period on or after 1 November 2007</td>
<td>$530.10</td>
<td>$520.50</td>
</tr>
</tbody>
</table>

* or whatever the adult apprenticeship wage rate is as prescribed in the Minimum Standard for Remuneration as at 1 November 2007.

The foregoing minimum rates shall be calculated in multiples of 10 cents per week, any fraction less than 5 cents to be disregarded.

In addition to the rates prescribed in S1.4.4.2(b)(i) and (ii), apprentices shall receive the appropriate amounts as prescribed in clause 5.5 for Industry Allowance and Tool Allowance or as prescribed in Clause 5.3 Mixed Functions/Higher Duties, for Industry Allowance as part of the ordinary weekly wage for all purposes.

Provided that an employer may, by agreement with the apprentice or in the case of a junior apprentice, the apprentice’s parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.
In the event of an apprentice being dismissed or leaving his employment before the cost of the tool kit has been reimbursed the employer shall be entitled to:

(i) deduct from any wages due to the apprentice the remaining cost of the tool kit; or

(ii) by agreement retain tools at the originally nominated value to the amount still owing.

S1.4.4.2(c) An employee who is under twenty-one years of age on the expiration of his/her apprenticeship and thereafter works as a minor in the occupation to which he/she has been apprenticed, shall be paid the adult rate for that classification. Adult rate for the purpose of this paragraph means the appropriate rate of pay prescribed in clauses S1.4.1, S1.4.2 or S1.4.3.

S1.4.4.2(d) (i) Should an apprentice at the time of being apprenticed produce a certificate from a technical school that he has attended a technical school in two of the three following subjects, viz.: building construction, joinery or architecture, for one year prior to being apprenticed, the employer will pay the apprentice a further sum of 43 cents (47 cents from 1st pp on or after 01/10/2006) per week in addition to the wages prescribed by clause S1.4.4.2(b).

(ii) Should an apprentice during the third or any subsequent year of his/her apprenticeship produce a certificate from the examiners that he/she has attended a two-year course and passed an examination at a technical school in two out of the three following subjects, viz.: building construction, joinery or architecture, he/she shall be entitled to be paid an additional sum of 44 cents (47 cents from 1st pp on or after 01/10/2006) per week in addition to the wages prescribed by clause S1.4.4.2(b) and in addition to the 44 cents (47 cents from 1st pp on or after 01/10/2006) prescribed in clause S1.4.4.2(d)(i), where payable, for the remainder of his apprenticeship.

(iii) Should an apprentice attain a pass at credit standard for the first annual examination he/she passes at the Apprentice Trade School he/she shall receive the sum of $1.61 ($1.72 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in this clause. Should the apprentice receive a pass at credit standard in his/her second annual examination he/she shall receive $1.82 ($1.94 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in this clause for the next following year of his/her apprenticeship. For a similar pass in any subsequent annual examination, he/she shall receive $2.07 ($2.20 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in this clause for the next following year of his apprenticeship.
**CLAUSE S1.5 PLASTERERS AND TERRAZZO WORKERS**

The minimum weekly rates of wages payable for work performed in ordinary time shall be as follows:

### S1.5.1 Adult Tradesperson

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Rate</strong></td>
<td>$365.20</td>
<td>$365.20</td>
</tr>
<tr>
<td><strong>Supplementary Payment</strong></td>
<td>$52.00</td>
<td>$52.00</td>
</tr>
<tr>
<td><strong>Arbitrated Safety Net</strong></td>
<td>$125.00</td>
<td>$161.00</td>
</tr>
<tr>
<td><strong>Industry Allowance</strong></td>
<td>$14.00</td>
<td>$14.85</td>
</tr>
<tr>
<td><strong>Tool Allowance</strong></td>
<td>$16.20</td>
<td>$19.20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>572.40</strong></td>
<td><strong>612.25</strong></td>
</tr>
</tbody>
</table>

### S1.5.2 Adult Machinist

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Rate</strong></td>
<td>$348.00</td>
<td>$348.00</td>
</tr>
<tr>
<td><strong>Supplementary Payment</strong></td>
<td>$49.60</td>
<td>$49.60</td>
</tr>
<tr>
<td><strong>Arbitrated Safety Net</strong></td>
<td>$123.00</td>
<td>$159.00</td>
</tr>
<tr>
<td><strong>Industry Allowance</strong></td>
<td>$14.00</td>
<td>$14.85</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>534.60</strong></td>
<td><strong>571.45</strong></td>
</tr>
</tbody>
</table>

### S1.5.3 Adult Terrazzo Assistant

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Rate</strong></td>
<td>$335.50</td>
<td>$335.50</td>
</tr>
<tr>
<td><strong>Supplementary Payment</strong></td>
<td>$47.70</td>
<td>$47.70</td>
</tr>
<tr>
<td><strong>Arbitrated Safety Net</strong></td>
<td>$123.00</td>
<td>$159.00</td>
</tr>
<tr>
<td><strong>Industry Allowance</strong></td>
<td>$14.00</td>
<td>$14.85</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>520.20</strong></td>
<td><strong>557.05</strong></td>
</tr>
</tbody>
</table>
### S1.5.4 Adult Factory Hand

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Rate</td>
<td>320.60</td>
<td>320.60</td>
</tr>
<tr>
<td>Supplementary Payment</td>
<td>45.70</td>
<td>45.70</td>
</tr>
<tr>
<td>Arbitrated Safety Net</td>
<td>123.00</td>
<td>159.00</td>
</tr>
<tr>
<td>Industry Allowance</td>
<td>14.00</td>
<td>14.85</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>503.30</td>
<td>540.15</td>
</tr>
</tbody>
</table>

### S1.5.5 Adult Trainee – 1st six months

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Rate</td>
<td>315.50</td>
<td>315.50</td>
</tr>
<tr>
<td>Supplementary Payment</td>
<td>45.00</td>
<td>45.00</td>
</tr>
<tr>
<td>Arbitrated Safety Net</td>
<td>123.00</td>
<td>159.00</td>
</tr>
<tr>
<td>Industry Allowance</td>
<td>14.00</td>
<td>14.85</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>497.50</td>
<td>534.35</td>
</tr>
</tbody>
</table>

### S1.5.6 Adult Trainee – 2nd six months

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Rate</td>
<td>324.30</td>
<td>324.30</td>
</tr>
<tr>
<td>Supplementary Payment</td>
<td>46.20</td>
<td>46.20</td>
</tr>
<tr>
<td>Arbitrated Safety Net</td>
<td>123.00</td>
<td>159.00</td>
</tr>
<tr>
<td>Industry Allowance</td>
<td>14.00</td>
<td>14.85</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>507.50</td>
<td>544.35</td>
</tr>
</tbody>
</table>

### S1.5.7 Adult Trainee – 2nd year

<table>
<thead>
<tr>
<th></th>
<th>As from 1st pp on or after 24/03/2006</th>
<th>As from 1st pp on or after 01/10/2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Rate</td>
<td>337.40</td>
<td>337.40</td>
</tr>
<tr>
<td>Supplementary Payment</td>
<td>48.10</td>
<td>48.10</td>
</tr>
<tr>
<td>Arbitrated Safety Net</td>
<td>123.00</td>
<td>159.00</td>
</tr>
<tr>
<td>Industry Allowance</td>
<td>14.00</td>
<td>14.85</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>522.50</td>
<td>559.35</td>
</tr>
</tbody>
</table>
S1.5.8  **Junior labour**

S1.5.8.1  **Unapprenticed**

S1.5.8.1(a)  The proportionate number of improvers and/or juvenile worker to every eight or fraction of 8 adult employees employed under this Award; provided that no improver or juvenile worker shall be employed unless at least 3 adult employees are employed under this Award.

S1.5.8.1(b)  Unapprenticed junior employees shall be paid the industry allowance prescribed in clause 5.5.1.2 and following percentages of the weekly wage rate prescribed in clauses S1.5.3 and clause S1.6 for the classification Terrazzo Assistant (as defined):

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 18 years of age</td>
<td>45</td>
</tr>
<tr>
<td>18 years of age and under 19</td>
<td>55</td>
</tr>
<tr>
<td>19 years of age and under 20</td>
<td>75</td>
</tr>
<tr>
<td>20 years of age and under 21</td>
<td>90</td>
</tr>
</tbody>
</table>

The above rates shall be calculated to the nearest 10 cents less than 5 cents to go to the lower multiple and 5 cents or more to go to the higher.

S1.5.8.1(c)  An unapprenticed junior on completion of 4 years service who is under 21 years of age shall be paid the adult rate.

S1.5.8.1(d)  No unapprenticed junior employee shall be permitted or required by his employer to attend winches, sling timber or work power-driven machinery.

S1.5.8.2  **Apprentices**

Except as provided in this clause S1.5.8.2, the apprenticeship provisions of this Award shall not apply to the employment in South Australia of any apprentice in any trade which has been proclaimed in any part or area of the State of South Australia to be an apprenticeship trade under the provisions of the *Training and Skills Development Act 2003*.

S1.5.8.2(a)  The proportion of apprenticed junior employees to journeymen shall not exceed one to three or a fraction of three after any full multiple of three.

S1.5.8.2(b)  Apprenticeship indentures shall be for a term of not less than 4 years.

S1.5.8.2(c)(i)  The minimum ordinary weekly wage rate to be paid to apprentices (other than adult apprentices) are based on the relevant percentages as set out in the table below applied to the sum of the Adult Tradesperson weekly base rate, supplementary payment and arbitrated safety net adjustment as prescribed in S1.5.1:

<table>
<thead>
<tr>
<th>Year</th>
<th>%</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>45</td>
<td>$260.20</td>
</tr>
<tr>
<td>2nd Year</td>
<td>55</td>
<td>$318.00</td>
</tr>
<tr>
<td>3rd Year</td>
<td>75</td>
<td>$433.70</td>
</tr>
<tr>
<td>4th Year</td>
<td>90</td>
<td>$520.40</td>
</tr>
</tbody>
</table>

S1.5.8.2(c)(ii)  The minimum ordinary weekly wage to be paid to adult apprentices are set out hereunder:
<table>
<thead>
<tr>
<th></th>
<th>1st Pay period on or after 1 Nov 2006</th>
<th>1st Pay period on or after 1 May 2007</th>
<th>1st Pay period on or after 1 Nov 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the 1st Year</td>
<td>$280.20</td>
<td>$310.20</td>
<td>$484.40*</td>
</tr>
<tr>
<td>For the 2nd Year</td>
<td>$338.00</td>
<td>$368.00</td>
<td>$484.40*</td>
</tr>
<tr>
<td>For the 3rd Year</td>
<td>$453.70</td>
<td>$484.40</td>
<td>$484.40*</td>
</tr>
<tr>
<td>For the 4th Year</td>
<td>$520.40</td>
<td>$520.40</td>
<td>$520.40</td>
</tr>
</tbody>
</table>

* or whatever the adult apprenticeship wage rate is as prescribed in the Minimum Standard for Remuneration as at 1 November 2007.

S1.5.8.2(c)(iii) The foregoing minimum rates shall be calculated in multiples of 10 cents per week, any fraction not exceeding 5 cents to be disregarded.

S1.5.8.2(c)(iv) In addition to the rates set out in S1.5.8.2(c)(i) and (ii), apprentices shall receive the amount prescribed in clause 5.5.1.2 for Industry Allowance and the amount prescribed in clause 5.5.4 for Tool Allowance, as part of the Ordinary Weekly Wage for all purposes.

Provided that an employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed. In the event of an apprentice being dismissed or leaving his employment before the cost of the tool kit has been reimbursed the employer shall be entitled to:

- deduct from any wages due to the apprentice the remaining cost of the tool kit; or
- by agreement retain tools at the originally nominated value to the amount still owing.

S1.5.8.2(d) An employee who is under 21 years of age on the expiration of his apprenticeship and thereafter works as a minor in the occupation to which he has been apprenticed shall be paid the adult rate for that classification. Adult rate for the purposes of this subclause means the total of the adult ordinary rate of pay, the tool allowance and the industry allowance.

S1.5.8.2(e) (i) Should an apprentice at the time of being apprenticed produce a certificate from a technical school that he/she has attended a technical school in two of the following subjects, viz., building construction, joinery or architecture for one year prior to being apprenticed, the employer will pay to the apprentice a further sum of 44 cents (47 cents from 1st pp on or after 01/10/2006) per week in addition to the wages prescribed by S1.5.8.2(c)(i).

S1.5.8.2(e) (ii) Should an apprentice during the third year or any subsequent year of his/her apprenticeship produce a certificate from the examiners that he/she has attended a two years course and passed an examination at a technical school in two out of the three following subjects, viz., building construction, joinery, architecture, the apprentice shall be entitled to be paid an additional sum of 44 cents (47 cents from 1st pp on or after 01/10/2006) per week in addition to the wages prescribed by S1.5.8.2(c)(i), and in addition to the 44 cents (47 cents from 1st pp on or after 01/10/2006) prescribed in S1.5.8.2(e)(i), where payable, for the remainder of the apprenticeship.
S1.5.8.2(e) (iii)  Should an apprentice attain a pass at credit standard for the first annual examination he/she passes at the Apprentice Trade School he/she shall receive the sum of $1.61 ($1.72 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in the clause. Should the apprentice receive a pass at credit standard in his/her second annual examination he/she shall receive $1.82 ($1.94 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in this clause for the next following year of the apprenticeship. For a similar pass in any subsequent annual examination the apprentice shall receive $2.07 ($2.20 from 1st pp on or after 01/10/2006) per week additional to the rates prescribed in this clause for the next following year of the apprenticeship.

CLAUSE S1.6 WHYALLA LOADING

S1.6.1 Employees who by reason of the locality of their employment are required to live within a radius of eight kilometres of the chief Post Office in the town of Whyalla or of the chief Post Office in Iron Knob or of the school at Iron Baron shall receive an allowance at the following rates in addition to the rates prescribed:

<table>
<thead>
<tr>
<th>Per week</th>
<th>cents</th>
</tr>
</thead>
<tbody>
<tr>
<td>21 years of age and over</td>
<td>50</td>
</tr>
</tbody>
</table>

S1.6.2 The provisions of clause S1.6.1 shall be taken into account for the purposes of calculating the wage rates prescribed in Schedule 1.

CLAUSE S1.7 SCHOOL BASED APPRENTICES

S1.7.1 This clause shall apply to school based apprentices. A school based apprentice is an employee who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

S1.7.2 A school based apprenticeship may be undertaken in the trades specified in Schedule 1 and under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training Authority.

S1.7.3 The hourly rates that shall apply to school based apprentices shall be the rates that apply to the corresponding full time apprenticeship converted to an hourly basis by dividing the applicable weekly rate by 38. These hourly rates shall apply to school based apprentices for total hours worked including time spent in off-the-job training.

S1.7.4 Where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25 per cent of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.

S1.7.5 The school based apprentice shall 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.

S1.7.6 For the purposes of this subclause, 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.
S1.7.7 The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

S1.7.8 **School based apprentices** shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

S1.7.9 **School based apprenticeship** rates are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflect the average rate of skill acquisition expected from the typical combination of work and training for a **school based apprentice** undertaking the applicable apprenticeship.

S1.7.10 Where an apprentice converts from school based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a **school based apprentice**.

S1.7.11 Except as provided in this subclause or where otherwise stated, **school based apprentices** shall be entitled pro rata to all of the conditions of employees under this Award.

### CLAUSE S1.8  SAFETY NET ADJUSTMENT

S1.8.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case decision July 2005. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

S1.8.2 The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.
SCHEDULE 2 - SUPPORTED WAGE PROVISIONS

UPDATE 24:03:2006 1st pp on or after

CLAUSE S2.1 DEFINITIONS

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this Schedule, the following definitions will apply:

**Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the **Supported Wage System** to perform assessments of an individual's productive capacity within the **Supported Wage System**.

**Assessment Instrument** means the form provided for under the **Supported Wage System** that records the assessment of the productive capacity of the person to be employed under the **Supported Wage System**.

**Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the **Social Security Act 1991**, as amended from time to time, or any successor to that scheme.

**Supported Wage System** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.

CLAUSE S2.2 ELIGIBILITY CRITERIA

S2.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a **Disability Support Pension**.

S2.2.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.

S2.2.3 This Schedule does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the **Disability Services Act 1986** and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a **Disability Support Pension**, in accordance with the requirements of the **Disabilities Service Act 1986** and the Standards contained therein, as amended from time to time.

CLAUSE S2.3 SUPPORTED WAGE RATES

S2.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:
<table>
<thead>
<tr>
<th>Assessed capacity (clause S2.4)</th>
<th>% of prescribed Award rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>30%</td>
<td>30%</td>
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<tr>
<td>40%</td>
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<td>50%</td>
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<td>60%</td>
<td>60%</td>
</tr>
<tr>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

S2.3.2 Provided that the minimum amount payable will not be less than $62 per week.

S2.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

**CLAUSE S2.4 ASSESSMENT OF CAPACITY**

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

(a) the employer and a Union party to the Award, in consultation with the employee or, if desired by any of these;

(b) the employer and an accredited assessor acceptable to the employee and the employee’s advisers and to the employer.

**CLAUSE S2.5 LODGEMENT OF ASSESSMENT INSTRUMENT**

S2.5.1 All assessment instruments under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, will be lodged by the employer with the Registrar of the Commission.

S2.5.2 All assessment instruments will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

**CLAUSE S2.6 REVIEW OF ASSESSMENT**

The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

**CLAUSE S2.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro rata basis.
CLAUSE S2.8 WORKPLACE ADJUSTMENT

An employer wishing to employ a person under the provisions of this Schedule will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation, in consultation with other workers in the area.

CLAUSE S2.9 TRIAL PERIOD

S2.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

S2.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

S2.9.3 The minimum amount payable to the employee during the trial period will not be less than $62 per week.

S2.9.4 Work trials should include induction or training, as appropriate, to the job being trialed.

S2.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S2.4.
SCHEDULE 3 - TRAINING WAGE ARRANGEMENTS
OPDATE 24:03:2006 1st pp on or after

CLAUSE S3.1 TITLE

This Schedule shall be known as the Building Trades and Labourers (Mixed Enterprise and Factory) Award Training Wage Arrangements Schedule.

CLAUSE S3.2 ARRANGEMENT

Clause No. Title
S3.1 Title
S3.2 Arrangement
S3.3 Application
S3.4 Date of operation
S3.5 Definitions
S3.6 Training conditions
S3.7 Employment conditions
S3.8 Wages
S3.9 Disputes settling procedures
S3.10 Dispute settlement over traineeship schemes
S3.11 Part-time traineeships

Section A Allocation of traineeships to wage levels
Section B Traineeship schemes excluded from this Award

CLAUSE S3.3 APPLICATION

S3.3.1 This Schedule shall apply to persons:

(a) who are undertaking a traineeship (as defined); and

(b) whose employment is, or otherwise would be, covered by the Award.

S3.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

This Schedule only applies to AQF IV Traineeships when the AQF III Traineeship in the training package is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this clause S3.3.2.

S3.3.3 At the conclusion of the traineeship, this Schedule ceases to apply to the employment of the trainee and the Award shall apply to the former trainee.

S3.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S3.4 DATE OF OPERATION

This Schedule shall operate from the first pay period commencing on or after 24 March 2006.
CLAUSE S3.5 DEFINITIONS

S3.5.1 **Act** means the *Training and Skills Development Act 2003* or any successor legislation.

S3.5.2 **Adult trainee** means for the purpose of this Schedule a *trainee* who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.

S3.5.3 **Approved training** means that training which is specified in the *training plan*, which is part of the *training agreement*, which is registered with the *T&SC*. It includes training undertaken both on and off-the-job in a *traineeship* and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a national *training package* or a *traineeship scheme* and leads to a qualification under the Australian Qualification Framework.

S3.5.4 **T&SC** means the Training and Skills Commission under the *Act*.

S3.5.5 **Award** means the Building Trades and Labourers (Mixed Enterprise and Factory) Award.

S3.5.6 **Commission** means the Industrial Relations Commission of South Australia.

S3.5.7 **Trainee** is an individual who is a signatory to a *training agreement* registered with the *T&SC* and is involved in paid work and structured training, which may be on or off the job. **Trainee** does not include an individual who already has the competencies to which the *traineeship* is directed.

S3.5.8 **Traineeship** means a system of training which has been approved by the *T&SC*, which meets the requirements of a national *training package* developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that national *training Package*, and includes full-time *traineeships* and part-time *traineeships* including school-based *traineeships*.

S3.5.9 **Training agreement** means a Contract of Training for a *traineeship* made between the employer and a *trainee*, which is registered with the *T&SC*.

S3.5.10 **Training package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.

S3.5.11 **Training plan** means a programme of training which forms part of a *training agreement* registered with the *T&SC*.

S3.5.12 **Traineeship scheme** means an approved *traineeship* applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the *T&SC*.

S3.5.13 **Year 10** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.
**CLAUSE S3.6 TRAINING CONDITIONS**

S3.6.1 The **trainee** shall attend an **approved training** course or training program prescribed in the **training agreement** or as notified to the trainee by the **T&SC** in accredited and relevant **training schemes**.

S3.6.2 Employment as a **trainee** under this Schedule shall not commence until the relevant **training agreement**, made in accordance with a **training scheme**, has been signed by the employer and the **trainee** and lodged for registration with the **T&SC**, provided that if the **training agreement** is not in a standard format, employment as a **trainee** shall not commence until the **training agreement** has been registered with the **T&SC**. The employer shall ensure that the **trainee** is permitted to attend the training course or program provided for in the **training agreement** and shall ensure that the **trainee** receives the appropriate on-the-job training.

S3.6.3 The employer shall provide a level of supervision in accordance with the **traineeship Agreement** during the **traineeship** period.

S3.6.4 The provisions of the **Act** dealing with the monitoring by officers of the **T&SC** and the use of training records or work books as part of this monitoring process shall apply to **traineeships** under this Schedule.

**CLAUSE S3.7 EMPLOYMENT CONDITIONS**

S3.7.1 A full-time **trainee** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV **Traineeships** which may extend up to two years full-time, provided that a **trainee** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the **T&SC**, the Employer and the **trainee** may vary the duration of the **traineeship** and the extent of **approved training** provided that any agreement to vary is in accordance with the relevant **traineeship scheme**. A part-time **trainee** shall be engaged in accordance with the provisions of Clause S3.11 Part-Time Traineeships, of this Schedule.

S3.7.2 Where the **trainee** completes the qualification in the **training agreement** earlier than the time specified in the **training agreement**, then the **traineeship** may be concluded by mutual agreement.

S3.7.3 Termination of employment of **trainees** is dealt with in the **training agreement**, or the **Act**. An employer initiating such action shall give written notice to the **trainee** at the time the action is commenced and to the **T&SC** in accordance with the **Act**.

S3.7.4 The **trainee** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the **approved training**.

S3.7.5 Where the employment of a **trainee** by the employer is continued after the completion of the **traineeship** period, such **traineeship** period shall be counted as service for the purposes of the Award or any other legislative entitlements.

S3.7.6 **Trainees working overtime**

S3.7.6.1 Reasonable overtime may be worked by the **trainee** provided that it does not affect the successful completion of the **approved training**.

S3.7.6.2 No **trainee** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
S3.7.6.3 No **trainee** shall work shiftwork unless the shiftwork makes satisfactory provision for **approved training**. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork **trainees**.

S3.7.6.4 The **trainee** wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a **trainee** to be paid at a higher rate, or the employer and **trainee** agree in writing that a **trainee** will be paid at a higher rate, in which case the higher rate shall apply.

S3.7.7 All other terms and conditions of the Award that are applicable to the **trainee** or would be applicable to the **trainee** but for this Schedule shall apply unless specifically varied by this Schedule.

S3.7.8 A **trainee** who fails to either complete the **traineeship**, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the **traineeship**, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

Note: It is not intended that existing employees shall be displaced from employment by **trainees**.

### CLAUSE S3.8 WAGES

S3.8.1 The weekly wage payable to full-time **trainees** shall be provided in S3.8.4, S3.8.5 and S3.8.6 of this Schedule and in accordance with Clause S3.7 Employment Conditions.

S3.8.2 These wage rates will only apply to **trainees** while they are undertaking an **approved traineeship**, which includes **approved training** as defined in this Schedule.

S3.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

#### S3.8.4 Wage Level A

Where the accredited training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A.

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Leaver</td>
<td>$173.00(50%)*</td>
<td>$216.00(33%)</td>
<td>$293.00</td>
</tr>
<tr>
<td>Plus 1 year <em>out of school</em></td>
<td>$202.00(33%)</td>
<td>$243.00(25%)</td>
<td>$293.00</td>
</tr>
<tr>
<td>Plus 2 years <em>out of school</em></td>
<td>$243.00</td>
<td>$293.00</td>
<td>$340.00</td>
</tr>
<tr>
<td>Plus 3 years <em>out of school</em></td>
<td>$293.00</td>
<td>$340.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>Plus 4 years <em>out of school</em></td>
<td>$340.00</td>
<td>$396.00</td>
<td>$453.00</td>
</tr>
<tr>
<td>Plus 5 or more years</td>
<td>$396.00</td>
<td>$453.00</td>
<td>$453.00</td>
</tr>
</tbody>
</table>

#### S3.8.5 Wage Level B

Where the accredited training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B.
Highest year of schooling completed

<table>
<thead>
<tr>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Leaver</td>
<td>173.00(50%)</td>
<td>216.00(33%)</td>
</tr>
<tr>
<td></td>
<td>202.00(33%)</td>
<td>243.00(25%)</td>
</tr>
<tr>
<td>Plus 1 year</td>
<td>243.00</td>
<td>283.00</td>
</tr>
<tr>
<td>out of school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 2 years</td>
<td>283.00</td>
<td>325.00</td>
</tr>
<tr>
<td>out of school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 3 years</td>
<td>325.00</td>
<td>382.00</td>
</tr>
<tr>
<td>out of school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 4 years</td>
<td>382.00</td>
<td>435.00</td>
</tr>
<tr>
<td>out of school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more</td>
<td>435.00</td>
<td></td>
</tr>
</tbody>
</table>

S3.8.6 **Wage Level C**

Where the accredited training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C.

Highest year of schooling completed

<table>
<thead>
<tr>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Leaver</td>
<td>173.00(50%)</td>
<td>216.00(33%)</td>
</tr>
<tr>
<td></td>
<td>202.00(33%)</td>
<td>243.00(25%)</td>
</tr>
<tr>
<td>Plus 1 year</td>
<td>243.00</td>
<td>283.00</td>
</tr>
<tr>
<td>out of school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 2 years</td>
<td>283.00</td>
<td>325.00</td>
</tr>
<tr>
<td>out of school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 3 years</td>
<td>325.00</td>
<td>382.00</td>
</tr>
<tr>
<td>out of school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 4 years</td>
<td>382.00</td>
<td>435.00</td>
</tr>
<tr>
<td>out of school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more</td>
<td>435.00</td>
<td></td>
</tr>
</tbody>
</table>

S3.8.7 **School Based Traineeships**

Year of Schooling

<table>
<thead>
<tr>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>School based</td>
<td>221.00</td>
<td>243.00</td>
</tr>
<tr>
<td>traineeships</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20 per cent.

S3.8.8 **Wage rates for Certificate IV Traineeships**

S3.8.8.1 **Trainees** undertaking an AQF IV Traineeship shall receive the relevant weekly wage rate for AQF III Trainees at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S3.8.8.2 An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

<table>
<thead>
<tr>
<th>Wage Level</th>
<th>First year of Traineeship</th>
<th>Second year of Traineeship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage Level A</td>
<td>$470</td>
<td>$488</td>
</tr>
<tr>
<td>Wage Level B</td>
<td>$452</td>
<td>$449</td>
</tr>
<tr>
<td>Wage Level C</td>
<td>$405</td>
<td>$420</td>
</tr>
</tbody>
</table>

S3.8.9 Where a person was employed by the employer under the Award immediately prior to becoming an adult trainee with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a trainee.
S3.8.10 Where a traineeship is converted from an AQF II to an AQF III Traineeship, or from an AQF III to an AQF IV Traineeship, the trainee shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S3.8.11 Section A sets out the Wage Level of a traineeship.

S3.8.12 For the purposes of this provision, out of school shall refer only to periods out of school beyond Year 10, and shall be deemed to:

S3.8.12.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;

S3.8.12.2 Include any period during which a trainee repeats in whole or part of a year of schooling beyond Year 10;

S3.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S3.8.12.4 Have effect on an anniversary date being January 1 in each year.

S3.8.13 Despite any other clause in this Schedule, trainees may not be employed under this Schedule under the traineeship schemes and in the areas of employment listed in Section B.

S3.8.14 Arbitrated safety net adjustment

S3.8.14.1 The rates of pay in this Schedule include the arbitrated safety net adjustment payable under the State Wage Case decision July 2005. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Schedule which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

S3.8.14.2 The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.

CLAUSE S3.9 DISPUTE SETTLING PROCEDURES

For matters not dealt with in accordance with the Act, the procedures to avoid industrial disputation contained in the Award will apply to trainees.

CLAUSE S3.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S3.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular traineeship scheme despite the allocation of the scheme to a Wage Level by Section A.
S3.10.2 The party shall:

S3.10.2.1 Notify the relevant parties of an intention to dispute the particular traineeship scheme, identifying the scheme.

S3.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S3.10.2.3 If agreement cannot be reached the matter may be referred to the Commission for conciliation.

S3.10.2.4 If agreement is not reached during conciliation then an application may be made to include the traineeship scheme in Section B.

**CLAUSE S3.11 PART-TIME TRAINEESHIPS**

S3.11.1 This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

S3.11.1.1 A part-time trainee (other than a school-based trainee) will be engaged to work for no less than a minimum average of 15 hours per week.

S3.11.1.2 A part-time school-based trainee may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the trainee remains enrolled in compulsory education.

S3.11.2 Wages

S3.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38 hour week.

**Table 1: Trainees who have left school ($ per hour)**

<table>
<thead>
<tr>
<th>Wage Level A</th>
<th>Highest year of schooling completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 10</td>
</tr>
<tr>
<td>School Leaver</td>
<td>7.27</td>
</tr>
<tr>
<td>Plus 1 year <strong>out of school</strong></td>
<td>7.99</td>
</tr>
<tr>
<td>Plus 2 years <strong>out of school</strong></td>
<td>9.64</td>
</tr>
<tr>
<td>Plus 3 years <strong>out of school</strong></td>
<td>11.18</td>
</tr>
<tr>
<td>Plus 4 years <strong>out of school</strong></td>
<td>13.03</td>
</tr>
<tr>
<td>Plus 5 or more years</td>
<td>14.99</td>
</tr>
</tbody>
</table>

**Wage Level B**

<table>
<thead>
<tr>
<th></th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Leaver</td>
<td>7.27</td>
<td>7.99</td>
<td>9.31</td>
</tr>
<tr>
<td>Plus 1 year <strong>out of school</strong></td>
<td>7.99</td>
<td>9.31</td>
<td>10.69</td>
</tr>
<tr>
<td>Plus 2 years <strong>out of school</strong></td>
<td>9.31</td>
<td>10.69</td>
<td>12.57</td>
</tr>
<tr>
<td>Plus 3 years <strong>out of school</strong></td>
<td>10.69</td>
<td>12.57</td>
<td>14.31</td>
</tr>
<tr>
<td>Plus 4 years <strong>out of school</strong></td>
<td>12.57</td>
<td>14.31</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years</td>
<td>14.31</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Wage Level C

<table>
<thead>
<tr>
<th></th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Leaver</td>
<td>7.27</td>
<td>7.99</td>
<td>9.14</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>7.99</td>
<td>9.14</td>
<td>10.26</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>9.14</td>
<td>10.26</td>
<td>11.48</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>10.26</td>
<td>11.48</td>
<td>12.83</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>11.48</td>
<td>12.83</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years</td>
<td></td>
<td></td>
<td>12.83</td>
</tr>
</tbody>
</table>

**Table 2: School based Traineeships ($ per hour)**

<table>
<thead>
<tr>
<th>Year of schooling</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage Levels A, B and C</td>
<td>7.27</td>
<td>7.99</td>
</tr>
<tr>
<td>20% loading [S3.11.6.2]</td>
<td>8.72</td>
<td>9.59</td>
</tr>
</tbody>
</table>

**Table 3: Wage rates for part-time Certificate IV Traineeships ($ per hour):**

**Trainees** undertaking a part-time AQF IV **Traineeship** shall receive the relevant hourly rate for AQF III **Trainees** at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An adult **trainee** (as defined) who is undertaking a part-time **traineeship** for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

<table>
<thead>
<tr>
<th>Wage Level</th>
<th>First year of traineeship</th>
<th>Second year of traineeship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage level A</td>
<td>$15.46</td>
<td>$16.05</td>
</tr>
<tr>
<td>Wage level B</td>
<td>$14.87</td>
<td>$15.43</td>
</tr>
<tr>
<td>Wage level C</td>
<td>$13.32</td>
<td>$13.82</td>
</tr>
</tbody>
</table>

S3.11.3 The hours for which payment shall be made are determined as follows:

S3.11.3.1 Where the **approved training** for a **traineeship** (including a school based **traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time **trainee** on-the-job.

S3.11.3.2 Where the **approved training** is undertaken solely on-the-job and the average proportion of time to be spent in **approved training** is 20% (i.e. the same as for the equivalent full-time **traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S3.11.3.3 Where the **approved training** is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **approved training** is 20% (i.e. the same as for the equivalent full-time **traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S3.8, 20 per cent is the average proportion of time spent in **approved training**, which has been taken into account in setting the wage rates for most full-time **traineeships**.
S3.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time adult trainee with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a trainee.

S3.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S3.11.4 General formula

S3.11.4.1 For traineeships not covered by S3.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula:

\[
\text{Full-time wage rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}
\]

* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (ie 20%). A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

(a) Full-time wage rate means the appropriate rate as set out in S3.8.4, S3.8.5, S3.8.6 and S3.8.7 of this Schedule.

(b) Trainee hours shall be the hours worked per week including the time spent in approved training.

(c) Average weekly training time is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

\[
\frac{7.6 \times 12}{\text{Length of the traineeship in months}}
\]

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the training agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

S3.11.5 Example of the calculation for the wage rate for a part-time traineeship

A school student commences a traineeship in year 11. The ordinary hours of work in the Award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.
**Average weekly training time** is therefore \( 7.6 \times 12/24 = 3.8 \) hours.

**Trainee hours** totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job **approved training** at school and at TAFE.

So the wage rate in year 11 is:

\[
\frac{221 \times (15 - 3.8)}{30.4} = \$81.42 \quad \text{(plus any applicable penalty rates under the Award)}
\]

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if **trainee hours** changes.

**S3.11.6 Employment conditions for all part-time trainees**

**S3.11.6.1** A part-time **trainee** shall receive, on a pro-rata basis, all employment conditions applicable to a full-time **trainee**. All the provisions of the Award shall apply to part-time **trainees** except as specified in this Schedule.

**S3.11.6.2** However, a **trainee** undertaking a school based **traineeship** may, with the agreement of the **trainee**, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a **trainee** is called upon to work on a public holiday the provisions of the Award shall apply.

**S3.11.6.3** A part-time **trainee** may, by agreement, transfer from a part-time to a full-time **traineeship** position should one become available.

**S3.11.6.4** The minimum engagement periods specified in the Award shall also be applicable to part-time **trainees**.
SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

<table>
<thead>
<tr>
<th>Training package</th>
<th>Certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Assessment and Workplace Training</td>
<td>III</td>
</tr>
<tr>
<td>Beauty (National)</td>
<td>III</td>
</tr>
<tr>
<td>Black Coal</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Business Services</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Chemical, Hydrocarbons and Oil Refining</td>
<td>III</td>
</tr>
<tr>
<td>Civil Construction</td>
<td>III</td>
</tr>
<tr>
<td>(This Schedule does not apply to these</td>
<td></td>
</tr>
<tr>
<td>traineeships where another Award already provides</td>
<td></td>
</tr>
<tr>
<td>for the traineeship)</td>
<td></td>
</tr>
<tr>
<td>Community Services</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Correctional Services</td>
<td>III</td>
</tr>
<tr>
<td>Financial Services</td>
<td>III</td>
</tr>
<tr>
<td>Floristry</td>
<td>III</td>
</tr>
<tr>
<td>Food Processing Industry</td>
<td>III</td>
</tr>
<tr>
<td>Forest &amp; Forest Products</td>
<td>III</td>
</tr>
<tr>
<td>Gas Industries (Utilities)</td>
<td>III</td>
</tr>
<tr>
<td>Health</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Hospitality Industry</td>
<td>III</td>
</tr>
<tr>
<td>Information Technology</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Laboratory Operations</td>
<td>III</td>
</tr>
<tr>
<td>Local Government (Environmental Health</td>
<td>II</td>
</tr>
<tr>
<td>&amp; Regulation</td>
<td>III</td>
</tr>
<tr>
<td>Local Government (General Construction)</td>
<td>III</td>
</tr>
<tr>
<td>Local Government (Governance &amp;</td>
<td>I</td>
</tr>
<tr>
<td>Administration)</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Local Government (Government)</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Manufactured Mineral Products</td>
<td>III</td>
</tr>
<tr>
<td>Training package</td>
<td>Certificate level</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Metal and Engineering Industry</td>
<td></td>
</tr>
<tr>
<td>- Engineering Production Certificate</td>
<td>III</td>
</tr>
<tr>
<td>- Technical Traineeship</td>
<td>III</td>
</tr>
<tr>
<td>Museum and Library/Information Services</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>National Public Services</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Plastics, Rubber and Cable-making</td>
<td>III</td>
</tr>
<tr>
<td>Public Services</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Retail</td>
<td>III</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Textiles, Clothing and Footwear</td>
<td>III</td>
</tr>
<tr>
<td>Tourism</td>
<td>I</td>
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<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Transport and Distribution</td>
<td>III</td>
</tr>
<tr>
<td>Water Industries (Utilities)</td>
<td>III</td>
</tr>
<tr>
<td>Wholesale Training</td>
<td>III</td>
</tr>
</tbody>
</table>

**Wage Level B**

<table>
<thead>
<tr>
<th>Training package</th>
<th>Certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aeroskills Industry - This Award does not apply to these traineeships where another Award already provides for the traineeship</td>
<td>II</td>
</tr>
<tr>
<td>Asset Maintenance</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Asset Security</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Australian Meat Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Automotive Industry Manufacturing Film, TV, Radio and Multimedia</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Automotive Industry Retail Service and Repair</td>
<td>II</td>
</tr>
<tr>
<td>Beauty (National)</td>
<td>II</td>
</tr>
<tr>
<td>Caravan Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Civil Construction (This Schedule does not apply to these traineeships where another Award already provides for the traineeship)</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Entertainment Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Training package</td>
<td>Certificate level</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Extractive Industry</td>
<td>II</td>
</tr>
<tr>
<td>Floristry</td>
<td>II, III</td>
</tr>
<tr>
<td>Food Processing Industry</td>
<td>I, II</td>
</tr>
<tr>
<td>Forest and Forest Products Industry</td>
<td>I, II</td>
</tr>
<tr>
<td>Gas Industry (Utilities)</td>
<td>II</td>
</tr>
<tr>
<td>Health</td>
<td>I, II, III</td>
</tr>
<tr>
<td>Hospitality Industry</td>
<td>I, II</td>
</tr>
<tr>
<td>Local Government (General Construction)</td>
<td>I, II</td>
</tr>
<tr>
<td>Manufactured Mineral Products</td>
<td>I, II</td>
</tr>
<tr>
<td>Metal and Engineering Industry</td>
<td>I, II</td>
</tr>
<tr>
<td>National Community Recreation Industry</td>
<td>I, II, III</td>
</tr>
<tr>
<td>National Fitness Industry</td>
<td>I, II, III</td>
</tr>
<tr>
<td>National Outdoor Recreation Industry</td>
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<tr>
<td>National Sport Industry</td>
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<tr>
<td>Plastics, Rubber and Cablemaking</td>
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<tr>
<td>Public Safety</td>
<td>II</td>
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<tr>
<td>Printing and Graphic Arts</td>
<td>II</td>
</tr>
<tr>
<td>Pulp &amp; Paper Manufacturing Industries</td>
<td>I, II</td>
</tr>
<tr>
<td>Retail</td>
<td>II</td>
</tr>
<tr>
<td>Textile, Clothing and Footwear</td>
<td>I, II</td>
</tr>
<tr>
<td>Transport and Distribution</td>
<td>I, II</td>
</tr>
<tr>
<td>Veterinary Nursing</td>
<td>I, II, III</td>
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<tr>
<td>Water Industry (Utilities)</td>
<td>II</td>
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<tr>
<td>Wholesale Training</td>
<td>II</td>
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</tbody>
</table>
Wage Level C

<table>
<thead>
<tr>
<th>Training package</th>
<th>Certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td>I</td>
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<td>Seafood Industry</td>
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Part B, Old Traineeships Titles and Wage Levels

Wage Level A

Advanced Engineering Traineeship Level 3
Advanced Engineering - (A/B)
Arts Administration
AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project
Bakers Delight - Store Management
Bank Officer
Banking ATS
Basic Horticulture
Basic Horticulture - Local Government (Tas)
Building and Construction Administration Clerk
Certificate Vocational Studies Building and Construction Administration Assistant
Certificate III in Beauty
Certificate III in Care Support Services (Personal Assistant)
Certificate III in Care Support Services (Nursing Assistant)
Certificate III in Floristry
Certificate III in Nail Technology/Small Business
Certificate III in Office Administration
Certificate III in Retail Operations
Child Care Worker
Child Care (NSW)
Child Care (Qld)
Child Care (Tas)
Child Care - Local Govt
Clerical Processing (Health Practice)
Communications - Cabling/Equipment Installation
Communications - Customer Support Streams: Telemarketing; Communications Operator
Construction Worker Grade 2, Fit Out & Finish
Construction Worker Grade 2, Structures
Dental Assistant
Disability
Education Industry Traineeships - all streams
Electrical/Electronics Office Admin
Health Ancillary Worker, Dental Assistant (Public Sector Only)
Health Industry Office Skills
Health Office Skills
Home & Community Care
Integration Aide Stream
Language & Literacy Assistant Stream
Library Aide (Education)
Library Assistant
Library Assistant Stream
Literacy Support (Education)
Local Government Maintenance & Construction (Tas)
Marketing & Management (Cultural Industries)
Media Journalism
Medical Office Skills
Medical Receptionist
Municipal Administration/Local Government Office Library Assistant (Local Government)
Municipal Works (Qld)/Local Government Works (NSW)
Nursing - Division 2 (Enrolled Nurse)
Office Support Stream
Optical Dispensing
Organising Works
Patient Services Assistant (Public Sector Only)
Personal Carer
Real Estate - AVC Pilot
Real Estate Office
Residential Aged Care
State Public Sector Clerical (All States)
Therapy Assistant
Tourism Traineeship - Streams
Youth Worker

**Wage Level B**

Aluminium Fabrication
Air Freight Forwarding
Automotive Drafting
Baking
Certificate II in Floristry
Certificate II in Make-up Artistry
Certificate II in Nail Technology
Certificate II in Retail Cosmetic Assistant
Certificate in Food Processing (Rice) - Level 1
Certificate in Food Processing (Rice) - Level 2
Certificate in Pharmaceutical Manufacturing - Level 1
Certificate in Pharmaceutical Manufacturing - Level 2
Certificate Vocational Studies - Electrical
Certificate Vocational Studies - Municipal Maintenance (Vic, Tas)
Certificate Vocational Studies - Municipal Works
Certificate Level 2 Television Operations Techniques
Chemical
Clothing Production
Communications Systems Installation
Community Pharmacy (Operations) - Cert I in Retail
Community Pharmacy (Operations) - Cert II in Retail
Community Pharmacy (Operations - Marketing) - Cert III in Retail
Community Pharmacy (Operations - Supervision) - Cert III in Retail
Computer Assembly
Concrete Worker
Construction Worker Grade 1 - Fit Out & Finish
Construction Worker Grade 1 - Structures
Deckhands
Electrical/Electronic Production CST
Electrical/Electronic Production (non MIA)
Electrical Wholesaling
Electronics Auto Accessories
Electronics Equipment
Electronics Sales
Electrotechnology Manufacturing
Essential Services Operator
Fast Food CST
Fitness Instruction
Food Preparation & Services CST
Food Services (State PS)
Forest Growing
Forest Harvesting
Furnishing Industry Sales (Product Knowledge)
Furniture Production
General & Commercial Waste Management/Resource Recovery
Harvesting
Heating & Cooling
Industrial Blaster/Coater
Lead Lighting
Live Theatre (Technical) (APACA)
Local Government Child Care
Meat Preparation, Packaging & Sales
Merchandising
Millinery
Municipal & General Waste Management
Municipal Works (Vic, SA)
National Meat Processing - Meat Retailing
National Multimedia Industry
Panel Products
Pharmaceutical Manufacturing
Plastics
Pulp & Paper Making
Pulp & Paper Processing
Retail Operations Certificate 2
Retail Waste Management
Sales/Marketing
Sawmilling & Processing
Security System Installation
Support Worker
Survey Assistant
Survey Technical Assistant
Television & Video Production
Television Operations Techniques
Television Operation Traineeship
Textiles
Timber Merchandising
Vehicle Industry Certificate
Vehicle Manufacturing (CST)
Waste Management
Waste Operation
Water Management
Wholesale Customer Services Sales Representative Traineeship
Wage Level C

Aquaculture (Fin Fish & Shell Fish)
Community Radio
Community Radio Broadcasting Certificate 2
Electro Communications
Electro Trades
Floristry
Introductory Training Program - Fit Out & Finish
Introductory Training Program - Structures
Land Conservation & Restoration
Municipal & General Waste Management
Municipal & General Waste Management (Operations)
Music Business
Personal Carer - Assistant in Nursing/Personal Care worker
Pulp & Paper CST
Seafood Handling & Processing
Stablehand/Track Rider
Wardsperson

SECTION B

Traineeship schemes excluded from this Award

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| 01254/2006 | NEW AWARD
New Award made. Opdate ppc 24/03/2006. (This Award supersedes the following Awards: "Bricklayers and Tuckpointers (Mixed Industry) (South Australia) Award"; "Building and Construction workers (State) (Mixed Industry) Award"; "Carpenters and Joiners (General) Award"; "Painters and Decorators (Mixed industry) Award"; and the "Plasterers and Terrazzo Workers (Factory and Mixed Enterprise) Award".) | 28/02/2006   |
| 05783/2006 | AWARD VARIATION