

# Concrete Products Award 2010

The above award was first made on 4 September 2009 [[PR988700](#)]

This consolidated version of the award including variations made on 16 December 2009 [[PR991564](#)]; 31 March 2010 [[PR994521](#)]; 4 June 2010 [[PR997772](#)]; 22 June 2010 [[PR998068](#)]; 22 June 2010 [[PR997946](#)]; 29 June 2010 [[PR998748](#)]; 26 October 2010 [[PR503081](#)]; 6 December 2010 [[PR503681](#)]

NOTE: Transitional provisions may apply to certain clauses – see [clause 2](#) and [Schedule A](#)

To determine the transitional amount or loading, go to the version of this modern award in operation [prior to 1 July 2010](#) which does **not** include:

- (a) variations to minimum wages resulting from the Annual Wage Review 2009-10; or
- (b) variations in expense related allowances operative from 1 July 2010.

## Table of Contents

[Varied by [PR994521](#)]

<b>Part 1— Application and Operation.....</b>	<b>3</b>
1. Title .....	3
2. Commencement and transitional .....	3
3. Definitions and interpretation.....	4
4. Coverage.....	5
5. Access to the award and the National Employment Standards .....	6
6. The National Employment Standards and this award .....	6
7. Award flexibility .....	6
<b>Part 2— Consultation and Dispute Resolution.....</b>	<b>7</b>
8. Consultation regarding major workplace change .....	7
9. Dispute resolution.....	8
10. Dispute resolution procedure training leave.....	9
<b>Part 3— Types of Employment and Termination of Employment.....</b>	<b>10</b>
11. Types of employment .....	10
12. Termination of employment .....	13
13. Redundancy .....	13
<b>Part 4— Minimum Wages and Related Matters .....</b>	<b>15</b>
14. Classifications .....	15
15. Minimum wages .....	15

Concrete Products Award 2010

16.	Allowances.....	16
17.	District allowance (Western Australia).....	19
18.	Accident pay .....	20
19.	Higher duties.....	20
20.	Payment of wages .....	20
21.	Superannuation .....	21
<b>Part 5— Hours of Work and Related Matters .....</b>		<b>22</b>
22.	Ordinary hours of work.....	22
23.	Breaks .....	24
24.	Overtime .....	25
25.	Shiftwork .....	26
<b>Part 6— Leave and Public Holidays .....</b>		<b>30</b>
26.	Annual leave .....	30
27.	Personal/carer’s leave and compassionate leave .....	31
28.	Community service leave.....	32
29.	Public holidays.....	32
<b>Schedule A —Transitional Provisions.....</b>		<b>33</b>
<b>Schedule B —Classifications .....</b>		<b>38</b>
<b>Schedule C —Supported Wage System .....</b>		<b>45</b>
<b>Schedule D —National Training Wage.....</b>		<b>48</b>
<b>Appendix D1: Allocation of Traineeships to Wage Levels.....</b>		<b>56</b>

## Part 1—Application and Operation

### 1. Title

This award is the *Concrete Products Award 2010*.

### 2. Commencement and transitional

2.1 This award commences on 1 January 2010.

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

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

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

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

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

2.6 Fair Work Australia may review the transitional arrangements:

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

### 3. Definitions and interpretation

[Varied by [PR994521](#), [PR997772](#), [PR503681](#)]

**3.1** In this award, unless the contrary intention appears:

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

[Definition of **agreement-based transitional instrument** inserted by [PR994521](#) from 01Jan10]

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

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

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

[Definition of **Division 2B State award** inserted by [PR503681](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503681](#) ppc 01Jan11]

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

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

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

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

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

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

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

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

[Definition of **on-hire** inserted by [PR994521](#) from 01Jan10]

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

**standard hourly rate** means 1/38th of the standard weekly rate

**standard weekly rate** means the minimum wage for a level 1 in clause 15—  
Minimum wages

## Concrete Products Award 2010

[Definition of **transitional minimum wage instrument** inserted by [PR994521](#) from 01Jan10]

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

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

## 4. Coverage

[Varied by [PR994521](#)]

- 4.1** This industry award covers employers throughout Australia in the concrete products industry as defined in clause 4.8 and their employees in the classifications listed in Schedule B—Classifications.
- 4.2** The award does not cover an employee excluded from award coverage by the Act.
- 4.3** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4, 4.5 and 4.6 inserted by [PR994521](#) from 01Jan10]

- 4.4** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 4.6** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 varied by and renumbered as 4.7 by [PR994521](#) from 01Jan10]

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

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

[4.5 renumbered as 4.8 by [PR994521](#) from 01Jan10]

**4.8** For the purpose of clause 4.1, **concrete products industry** means the fabrication or manufacture of cement products or concrete products including concrete panels, concrete pipes, monier or concrete tubs, baths, sinks, ventilating shafts, troughs, blocks, rollers, tiles, pavers, slabs, gutter bridges, plates, pile armours, bridge piles and similar articles and preparing reinforcement of steel or wire for use in making such articles.

## **5. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

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

## **7. Award flexibility**

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

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

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

#### **8.1 Employer to notify**

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

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

## 8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## 9. Dispute resolution

- 9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

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

## **10. Dispute resolution procedure training leave**

[Varied by [PR994521](#)]

- 10.1** Subject to clauses 10.7 and 10.9, an eligible employee representative is entitled to, and the employer must grant, up to five days' training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement which is to be read in conjunction with this award.
- 10.2** An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 10.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 10.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 10.5** An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- 10.6** Leave of absence granted pursuant to this clause counts as service for all purposes of this award.
- 10.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is an employee:
- (a) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and

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

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

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

[10.9 varied by [PR994521](#) from 01Jan10]

- 10.9** For the purpose of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time and part-time employees, and casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 9—Dispute resolution applies.

## **Part 3—Types of Employment and Termination of Employment**

### **11. Types of employment**

- 11.1** Employees may be employed in one of the following categories:

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

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

#### **11.3 Full-time employees**

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

#### **11.4 Part-time employees**

- (a) A part-time employee is an employee who:
  - (i) works less than 38 hours per week; and
  - (ii) works a regular number of ordinary hours each week.
- (b) At the time of first being engaged, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:
  - (i) the hours worked each day;
  - (ii) which days of the week the employee will work; and
  - (iii) the actual starting and finishing times of each day.
- (c) Any agreement to vary the regular pattern of work will be made, in writing, before the variation occurs.
- (d) The agreement and variation will be retained by the employer and a copy given to the employee.
- (e) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 11.5.
- (f) A part-time employee engaged under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (g) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

#### **11.5 Casual employees**

- (a) A casual employee is an employee engaged and paid as such.
- (b) A casual employee:
  - (i) must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which they are employed in, plus a casual loading of 25%; and
  - (ii) must be paid for a minimum of four hours each day they are engaged.
- (c) The casual loading is instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.

#### **11.6 Casual conversion to full-time or part-time employment**

- (a) A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

## Concrete Products Award 2010

- (b)** Every employer of such an employee must give the employee notice in writing of the provisions of clause 11.6 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 11.6 if the employer fails to comply with clause 11.6(c).
- (c)** Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d)** Any casual employee who has a right to elect under clause 11.6(a), on receiving notice under clause 11.6(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e)** Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f)** If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 11.6(a), the employer and employee must, subject to clause 11.6(d), discuss and agree on:

  - (i)** which form of employment the employee will convert to, being full-time or part-time; and
  - (ii)** if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clauses 11.4(a) and (b)
- (g)** An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h)** Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i)** Where, in accordance with clause 11.6(d), an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned and a genuine attempt made to reach agreement.

- (j) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 11.6(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 11.6(a).
- (k) For the purposes of clause 11.6, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

## **12. Termination of employment**

**12.1** Notice of termination is provided for in the NES.

### **12.2 Notice of termination by an employee**

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

### **12.3 Job search entitlement**

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

## **13. Redundancy**

[Varied by [PR994521](#), [PR503681](#)]

**13.1** Redundancy pay is provided for in the NES.

### **13.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### 13.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### 13.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 12.3.

### 13.5 Transitional provisions – NAPSA employees

[13.5 renamed by [PR503681](#) ppc 01Jan11]

- (a) Subject to clause 13.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

[13.5(a)(i) substituted by [PR994521](#) from 01Jan10]

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 13.5 ceases to operate on 31 December 2014.

### 13.6 Transitional provisions – Division 2B State employees

[13.6 inserted by [PR503681](#) ppc 01Jan11]

- (a) Subject to clause 13.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award:

**Concrete Products Award 2010**

- (i) that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 13.6 ceases to operate on 31 December 2014.

## **Part 4—Minimum Wages and Related Matters**

### **14. Classifications**

- 14.1** All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and any changes to their classification.
- 14.2** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

### **15. Minimum wages**

[Varied by [PR997946](#)]

#### **15.1 Weekly rates**

A full-time employee must be paid a minimum weekly rate for their classification as set out in the table below:

[15.1 varied by [PR997946](#) ppc 01Jul10]

<b>Classification</b>	<b>Rate per week</b>
	\$
Level 1	569.90
Level 2	586.40
Level 3	609.00
Level 4	629.90
Level 5	663.60

**15.2** Supported wage system

See Schedule C

**15.3** National training wage

See Schedule D

**16. Allowances**

[Varied by [PR998068](#)]

**16.1 Industry allowance**

(a) An industry allowance of 3% of the standard weekly rate per week for all purposes of the award will be payable to employees working in the concrete products industry, with the exception of employees working in factories whose sole purpose is the manufacture of tiles. In such factories the employees will be paid an industry allowance of 2% of the standard weekly rate per week for all purposes.

(b) Employees working with cement or concrete articles (in and out of tanks) will be paid 3% of the standard hourly rate per hour in respect of such time actually spent in tanks containing water with a minimum payment as for four hours.

**16.2 Transfer from job to job**

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

**16.3 Distant work**

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

(b) If the employee is unable to return to their home the same night and the employer does not provide board and lodging the employer will pay:

[16.3(b)(i) varied by [PR998068](#) ppc 01Jul10]

(i) \$68.96 per day for the first seven days; and

[16.3(b)(ii) varied by [PR998068](#) ppc 01Jul10]

(ii) \$482.49 per week for any subsequent week or part thereof.

**16.4 Leading hand allowance**

A leading hand will be paid the higher of the rate prescribed for the highest class of work supervised or their own classification rate together with the following additional allowance:

	<b>% of standard weekly rate</b>
In charge of less than 3 employees	2.9
In charge of 3 to 6 employees	3.8
In charge of more than 6 employees	4.6

**16.5 Bituminous sprayer allowance**

- (a) An employee spraying or using bituminous and other similar preparations on exterior surfaces will be paid 3% of the standard hourly rate per hour or part of an hour whilst so engaged.
- (b) An employee engaged on the preparation and/or the application of epoxy based materials will be paid an allowance of 4.7% of the standard hourly rate per hour, or part of an hour whilst so engaged.
- (c) An employee required to use a sand-blasting machine will be paid an allowance of 4.7% of the standard hourly rate per hour or part of an hour whilst so engaged.

**16.6 Fork-lift operators allowance**

Where two or more fork-lifts or cranes are engaged in any one lift the drivers of the fork-lifts will be paid an additional amount of 24.5% of the standard hourly rate per week for the time so occupied.

**16.7 Overtime meal allowance**

[16.7 varied by [PR998068](#) ppc 01Jul10]

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid \$12.74 for the first and subsequent meals. If an employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they will be paid the above allowance for those meals they have provided themselves.

**16.8 First aid allowance**

Any employee appointed by the employer to perform first aid duty, in addition to ordinary duties, will be paid 0.4% of the standard weekly rate per day in addition to their ordinary rate.

**16.9 Clothing allowance**

By agreement between the employer and the majority of employees, all employees will either:

- (a) receive a clothing allowance of \$2.60 per week for the purchase of items outlined in clause 16.9(b);

## Concrete Products Award 2010

- (b) be issued with two sets of overalls or suitable alternative clothing at the commencement of employment and at the beginning of each subsequent 12 month period, provided that each employee will receive on a needs basis, an additional issue of overalls or suitable alternative clothing where due to the work location and/or type of work such issue is necessary; or
- (c) have made available to them the above items which will remain the property of the employer.

### 16.10 Boot allowance

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

### 16.11 Protective clothing allowance

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

### 16.12 Tools allowance

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

**16.13 Loss of clothing**

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

**16.14 Adjustment of expense related allowances**

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

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

**17. District allowance (Western Australia)**

[Varied by [PR994521](#)]

**17.1** An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

[17.1(a) substituted by [PR994521](#) from 01Jan10]

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

**17.2** This clause ceases to operate on 31 December 2014.

## 18. Accident pay

[Varied by [PR994521](#), [PR503681](#)]

[18.1 varied by [PR994521](#); substituted by [PR503681](#) ppc 01Jan11]

**18.1** Subject to clause 18.2, an employee is entitled to accident pay in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:

- (a) if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

[18.2 substituted by [PR503681](#) ppc 01Jan11]

**18.2** The employee's entitlement to accident pay under the award, the notional agreement preserving a State award or the Division 2B State award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

**18.3** This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

**18.4** This clause ceases to operate on 31 December 2014.

## 19. Higher duties

An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift. An employee undertaking such duties for two hours or less during one day or shift, must be paid the higher minimum wage for the time so worked.

## 20. Payment of wages

### 20.1 Frequency of pay

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

### 20.2 Method of payment

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

### 20.3 Time of payment—cash or cheque

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

#### **20.4 Electronic funds transfer wages fail to be deposited**

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

### **21. Superannuation**

[Varied by [PR994521](#)]

#### **21.1 Superannuation legislation**

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

#### **21.2 Employer contributions**

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

#### **21.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or 21.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or 21.3(b) was made.

## 21.4 Superannuation fund

[21.4 varied by [PR994521](#) from 01Jan10; substituted by [PR503081](#) from 26Oct10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or 21.3(b) to one of the following superannuation funds or its successor:

- (a) Australian Public Superannuation Fund;
- (b) Asset Super;
- (c) Westscheme;
- (d) Cbus; or
- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

## 21.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or 21.3(b):

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

## Part 5—Hours of Work and Related Matters

### 22. Ordinary hours of work

**22.1** The ordinary hours of work will be an average of 38 per week to be worked over a maximum work cycle of four weeks and will be worked as outlined in clause 22.6.

**22.2** The ordinary hours of work may be worked on any weekday or all weekdays, Monday to Friday, and will be worked continuously, except for meal breaks, between 6.00 am and 6.00 pm in respect of day work and in respect of shiftwork as prescribed in clause 25—Shiftwork.

## Concrete Products Award 2010

- 22.3** Provided that the spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.
- 22.4** Provided that work done outside the spread of hours fixed in accordance with this clause for which overtime rates are payable will be deemed to be part of the ordinary hours of work when otherwise the ordinary hours worked would be less than those prescribed.
- 22.5** The ordinary hours of work will not exceed 10 hours on any day. Provided that:
- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement of the employer and the majority of employees in the plant or section or sections concerned; and
  - (b) by arrangement between an employer and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
    - (i) proper health monitoring procedures being introduced;
    - (ii) suitable roster arrangements being made;
    - (iii) proper supervision being provided;
    - (iv) adequate breaks being provided; and
    - (v) an adequate trial or review process being implemented through the consultative process in clause 8—Consultation regarding major workplace change.
- 22.6 Method of arranging ordinary working hours**
- (a) The method of implementing the 38 hour week will be determined by agreement between the employer and the majority of employees directly affected, from one or more of the following:
    - (i) by employees working less than eight ordinary hours each day;
    - (ii) by employees working less than eight ordinary hours one or more days each week; and/or
    - (iii) by all employees having one week day off, excluding public holidays, in each 20 day work cycle, eight hours being worked on each of the other 19 days of those four weeks.
  - (b) The day off is to be nominated by the employer:
    - (i) by fixing one weekday upon which all or any number of employees will be off during a particular 20 day work cycle; or
    - (ii) by rostering employees off on various week days during a particular 20 day work cycle.
  - (c) Subject to operational requirements, preference will be given to days off being arranged to suit individual requests.

## Concrete Products Award 2010

- (d) Provided that the ordinary hours may be worked by such other method that is agreed upon between the employer and the majority of employees directly affected.
- (e) Circumstances may arise where different methods of implementing a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (f) The day scheduled to be the day off in accordance with this clause may be worked as an ordinary working day without penalty when substituted by another day by agreement between the employer and the employee directly affected, or where a number of employees are directly affected, by agreement between the employer and a majority of the employees in respect of whom a substitute day off is sought.
- (g) Excluding circumstances beyond the control of the employer, not less than seven days' advance notice is to be given concerning the days off allocated to employees.

### **22.7 Flexibility in relation to rostered days off**

- (a) Where the hours of work of an establishment, plant or section are organised in accordance with clause 22.6 an employer may require the employee/s to accrue up to a maximum of five rostered days off.
- (b) Where a rostered day off is accrued it will be allowed and taken within 12 months of its original due date.
- (c) The procedure for resolving special, anomalous or extraordinary problems will be applied in accordance with clause 9—Dispute resolution. The procedure will be applied without delay.
- (d) During each entitlement of four weeks' annual leave, the employee is deemed to have accumulated and taken a rostered day off.

## **23. Breaks**

- 23.1** Employees will be entitled to a meal break of not less than 30 minutes and not more than one hour which must be commenced within the fourth to sixth hours from the commencement of ordinary working hours.
- 23.2** The employer may in appropriate circumstances reasonably require an employee to change the time of taking the meal break to ensure continuity of production.
- 23.3** An employee required to defer the meal break beyond the sixth hour of the shift will be paid at the rate of time and a half until the meal break is taken or the end of the shift, whichever first occurs.
- 23.4** An employee who is required to work for more than two hours beyond their normal ceasing time in any day will be allowed a crib break of 20 minutes at ordinary rates. After each further four hours worked an employee will be entitled to a further crib break of 20 minutes without deduction of pay, if the employee continues working after such crib break.

**23.5** The employee and employer may agree to any variation of these provisions to suit the circumstances of the work in hand. Provided that the employer will not be required to make payment in respect of any crib break in excess of 20 minutes.

**23.6** The employer may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.

**23.7 Rest periods**

(a) All employees will be entitled to one rest interval of 7.5 minutes duration to be taken prior to the meal interval and a further rest interval of 7.5 minutes duration will be taken after the meal interval where the employee is required to work more than six hours on any day or shift. The rest intervals will be taken at such times that will not interfere with the continuity of work. Such intervals are to be counted as time worked.

(b) Provided that instead of the above provisions and by agreement between the employer and the majority of employees at a particular plant, one break of 15 minutes duration per day may be taken at a mutually agreeable time.

**24. Overtime**

**24.1 Payment for working overtime**

(a) All work done outside of the ordinary starting or ceasing times of work, on any one day or shift Monday to Friday inclusive, will be paid the rate of time and a half for the first two hours and double time thereafter.

(b) The assignment of overtime by an employer to an employee will be based on specific work requirements and the practice of one in all in overtime will not apply.

**24.2 Payment for working Saturdays**

If, on the instructions of the employer, an employee reports for overtime work on a Saturday, they will be paid for a minimum of four hours' work at the rate prescribed in clause 24.1. In the event of an employee attending for work but not required the employee will be paid the minimum of three hours' work.

**24.3 Payment for working Sundays**

Double time will be the rate payable for all work done on Sundays with a minimum payment as for four hours' work. In the event of an employee attending for work but not required, the employee will be paid a minimum payment of three hours' work.

**24.4 Payment for working on rostered day off**

The rostered day off prescribed in clause 22.6 may be worked where required by the employer, in which case, in addition to the payment of any accrual which has not previously been paid, the employee will be paid at normal overtime rates of time and a half for the first two hours and double time thereafter.

## 24.5 Call-back

An employee recalled to work overtime, Monday to Friday inclusive after leaving the employer's business premises, whether notified before or after leaving the premises, will be paid for a minimum of four hours' work at the appropriate overtime rate for each time so recalled.

## 24.6 Rest period after overtime

- (a) When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee will be paid at double rates until they are released from duty for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (c) The provisions of this subclause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shift is worked by arrangement between the employees themselves.

## 25. Shiftwork

### 25.1 Definitions

In this award, unless the contrary intention appears:

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

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

**night shift** means any shift finishing subsequent to midnight and at or before 8.00 am

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

**25.2 Hours—continuous work shifts**

- (a) This subclause will apply to shiftworkers on continuous work. The ordinary hours of shiftworkers will average 38 per week inclusive of crib time and will not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the provisions of this subclause, shiftworkers will work at such times as the employer may require.
- (b) A shift will consist of not more than 10 hours inclusive of crib time; provided that:
  - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned; and
  - (ii) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
    - proper health monitoring procedures being introduced;
    - suitable roster arrangements being made;
    - proper supervision being provided;
    - adequate breaks being provided; and
    - an adequate trial or review process being implemented through the consultative process in clause 8—Consultation regarding major workplace change.
- (c) Except at the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.
- (d) Twenty minutes will be allowed to shiftworkers each shift for a crib break which will be counted as time worked.

**25.3 Hours—other than continuous work**

- (a) This subclause will apply to shiftworkers not on continuous work as defined. Subject to clause 22.6, the ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:
  - (i) 38 hours within a period not exceeding seven consecutive days;
  - (ii) 76 hours within a period not exceeding 14 consecutive days;
  - (iii) 114 hours within a period not exceeding 21 consecutive days; or
  - (iv) 152 hours within a period not exceeding 28 consecutive days.
- (b) An afternoon or night shiftworker will be allowed 20 minutes crib time in each shift which will be counted as time worked and paid for as such.

## Concrete Products Award 2010

- (c) The ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than six hours without a meal break. Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours, provided that:
- (i) the ordinary hours of work prescribed in this clause will not exceed 10 hours on any day;
  - (ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
  - (iii) by agreement between an employer, and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
    - proper health monitoring procedures being introduced;
    - suitable roster arrangements being made;
    - proper supervision being provided;
    - adequate breaks being provided; and
    - an adequate trial or review process being implemented through the consultative process in clause 8—Consultation regarding major workplace change.

### 25.4 Rosters

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

### 25.5 Variation by agreement

- (a) Subject to clause 7—Award flexibility and clause 8—Consultation regarding major workplace change, the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned.
- (b) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

### 25.6 Afternoon or night shift allowances

- (a) A shiftworker, whilst on afternoon or night shifts, will be paid a loading of 15% for such shift in addition to their ordinary rate of pay.

## Concrete Products Award 2010

- (b) A shiftworker who works on an afternoon or night shift which does not continue:
- (i) for at least five successive afternoons or nights in a five day workshop or six successive afternoons or nights in a six day workshop; or
  - (ii) for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 25.2 or 25.3,

will be paid time and a half for each such shift for the first two hours thereof and double time for the remaining hours in addition to the employee's ordinary rate.

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

will during such engagement period or cycle be paid 25% more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift.

### 25.7 Saturday shifts

The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday will be time and a half.

### 25.8 Overtime

- (a) For all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, shiftworkers will:
- (i) if employed on continuous work be paid at the rate of double time; or
  - (ii) if employed on other shiftwork, at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked:
    - by arrangement between the employees themselves; or
    - for the purpose of effecting the customary rotation of shifts.
- (b) Provided that when not less than seven hours and 36 minutes notice has been given to the employer by a relief worker that they will be absent from work and the employee who should be relieved is not relieved and is required to continue to work on the rostered day off, the unrelieved employee will be paid double time.

## 25.9 Sundays and public holidays

- (a) Shiftworkers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or public holiday will be paid as follows:
  - (i) Sundays—at the rate of double time; or
  - (ii) public holidays as prescribed by clause 29—Public holidays, at the rate of double time.
- (b) Shiftworkers on other than continuous work for all time worked on a Sunday or public holiday will be paid at the rates prescribed by clause 15—Minimum wages. Where shifts commence between 11.00 pm and midnight on a Sunday or a public holiday, the time worked before midnight will not entitle the employee to the Sunday or public holiday rate, provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.
- (c) Where shifts fall partly on a public holiday, that shift the major portion of which falls on a public holiday will be regarded as the public holiday shift.

## 25.10 Shift penalties and extra rates

Extra rates for Saturdays, Sundays, public holidays and periods of overtime will be in substitution for and not in addition to the shift allowances prescribed in clause 25.6.

## Part 6—Leave and Public Holidays

### 26. Annual leave

26.1 Annual leave is provided for in the NES.

### 26.2 Seven day shiftworkers

- (a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

### 26.3 Leave in advance

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

#### **26.4 Close-down**

- (a) Where an employer intends temporarily to close (or reduce to nucleus) for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause.
- (b) In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.
- (c) An employee who has accrued sufficient annual leave at the date of closing must be:
  - (i) given annual leave commencing from the date of closing; and
  - (ii) paid 1/12th of their ordinary pay for any period of employment between accrual of the employee's right to the annual leave and the date of closing.
- (d) Any employee who has not accrued sufficient annual leave at the date of closing must be:
  - (i) given leave without pay from the date of closing; and
  - (ii) paid for any public holiday during such leave for which the employee is entitled to payment.

#### **26.5 Excessive leave accrual**

Notwithstanding s.88 of the Act, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

#### **26.6 Payment and loading**

Before the start of an employee's annual leave the employer must pay the employee:

- (a) instead of the base rate of pay referred to in s.90(1) of the Act, the amount the employee would have earned for working their ordinary hours had they not been on leave; and
- (b) an additional loading of 17.5% of the employee's minimum rate prescribed in clause 15—Minimum wages plus leading hand, industry and first aid allowances where appropriate or if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.

#### **27. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

**28. Community service leave**

Community service leave is provided for in the NES.

**29. Public holidays**

**29.1** Public holidays are provided for in the NES.

**29.2 Substitution of public holidays by agreement**

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

**29.3 Payment for work on a public holiday**

If an employee works on any of the public holidays provided for in the NES or any day substituted for such public holidays the employee must be paid at the rate of double time and a half of their ordinary rate of pay.

## Schedule A—Transitional Provisions

[Varied by [PR503681](#)]

### A.1 General

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

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

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

### A.2 Minimum wages – existing minimum wage lower

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

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

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

**A.2.2** In this clause minimum wage includes:

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

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

## Concrete Products Award 2010

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

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

**First full pay period on or after**

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

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

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

### **A.3 Minimum wages – existing minimum wage higher**

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

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

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

**A.3.2** In this clause minimum wage includes:

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

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

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

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

**A.5 Loadings and penalty rates – existing loading or penalty rate lower**

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

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

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

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

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.6 Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

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

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

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

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.7 Loadings and penalty rates – no existing loading or penalty rate**

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

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

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503681](#) ppc 01Jan11]

**A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

**A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

**A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

**A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

**A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

**A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## Schedule B—Classifications

[Varied by [PR994521](#)]

### B.1 Level 1

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

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

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

### B.1.3 Classification descriptors

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

## **B.2 Level 2**

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

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

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

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

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

### **B.2.4 Classification descriptors**

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

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

### **B.3 Level 3**

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

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

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

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

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

### **B.3.4 Classification descriptors**

- Operator of concrete mixing machine with rated capacity less than 0.12 cubic metres, or mixing by hand
- Pipe tester
- Stacker by hand of articles including bricks, blocks, tiles and pipes
- All other employees not elsewhere classified

## **B.4 Level 4**

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

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

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

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

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

[B.4.3(k) substituted by [PR994521](#) from 01Jan10]

- (k) assist in the provision of on-the-job training in conjunction with other supervisors/trainers.

### **B.4.4 Classification descriptors**

#### **(a) Mobile cranes - Lifting capacity**

Up to and including 5 tons

Over 5 tons and up to and including 10 tons

Over 10 tons and up to and including 20 tons

Over 20 tons and up to and including 40 tons

**Concrete Products Award 2010**

Over 40 tons and up to and including 80 tons

Over 80 tons

**(b) Fork-lift operators**

Lifting capacity up to and including 10 000 lb

Lifting capacity over 10 000 lb

**(c) Front-end and/or overhead loaders**

Up to and including 1 cubic yard capacity

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

Over 3 cubic yards capacity

Including 6 cubic yards capacity

Over 6 cubic yards capacity

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

Up to and including 50 brake horse power

Over 50 and up to and including 100 brake horse power

Over 100 and up to and including 150 brake horse power

Over 150 brake horse power

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

50 brake horse power or under towing trailer

Stiff legged derrick crane

Overhead traverser

Operator of dumper and any other power propelled vehicles

Truck drivers 3 to 6 tons carrying capacity

**(f) Crane chaser**

**(g) Boiler attendant**

**(h) Segmental paving operator**

Employee preparing surfaces for and/or placing

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

**(j) Central batching plant operator**

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

**(k) Storeman**

**B.5 Level 5**

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

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

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

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

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

**Concrete Products Award 2010**

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

## Schedule C—Supported Wage System

[Varied by [PR994521](#), [PR998748](#)]

**C.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**C.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### **C.3 Eligibility criteria**

**C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**C.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

**C.4 Supported wage rates**

**C.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause C.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR994521](#), [PR998748](#) ppc 01Jul10]

**C.4.2** Provided that the minimum amount payable must be not less than \$73 per week.

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

**C.5 Assessment of capacity**

**C.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

**C.6 Lodgement of SWS wage assessment agreement**

**C.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

**C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

## **C.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **C.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **C.9 Workplace adjustment**

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

## **C.10 Trial period**

**C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[C.10.3 varied by [PR994521](#), [PR998748](#) ppc 01Jul10]

**C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$73 per week.

**C.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

## Schedule D—National Training Wage

[Inserted by [PR994521](#), varied by [PR997946](#)]

### D.1 Title

This is the *National Training Wage Schedule*.

### D.2 Definitions

In this schedule:

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

**approved training** means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

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

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

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

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

**year 10** includes any year before Year 10

### **D.3 Coverage**

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **D.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

- D.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- D.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**D.5 Minimum Wages**[D.5 substituted by [PR997946](#) ppc 01Jul10]**D.5.1 Minimum wages for full-time traineeships****(a) Wage Level A**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	256.00	282.00	336.00
Plus 1 year out of school	282.00	336.00	391.00
Plus 2 years out of school	336.00	391.00	455.00
Plus 3 years out of school	391.00	455.00	521.00
Plus 4 years out of school	455.00	521.00	
Plus 5 or more years out of school	521.00		

**(b) Wage Level B**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	256.00	282.00	327.00
Plus 1 year out of school	282.00	327.00	376.00
Plus 2 years out of school	327.00	376.00	441.00
Plus 3 years out of school	376.00	441.00	503.00
Plus 4 years out of school	441.00	503.00	
Plus 5 or more years out of school	503.00		

**(c) Wage Level C**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	256.00	282.00	327.00
Plus 1 year out of school	282.00	327.00	368.00
Plus 2 years out of school	327.00	368.00	411.00
Plus 3 years out of school	368.00	411.00	458.00
Plus 4 years out of school	411.00	458.00	
Plus 5 or more years out of school	458.00		

**(d) AQF Certificate Level IV traineeships**

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of</b>	<b>Second and</b>
	<b>traineeship</b>	<b>subsequent years of</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	541.00	562.00
Wage Level B	522.00	542.00
Wage Level C	475.00	493.00

**D.5.2 Minimum wages for part-time traineeships****(a) Wage Level A**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10 per hour \$</b>	<b>Year 11 per hour \$</b>	<b>Year 12 per hour \$</b>
School leaver	8.42	9.28	11.05
Plus 1 year out of school	9.28	11.05	12.86
Plus 2 years out of school	11.05	12.86	14.97
Plus 3 years out of school	12.86	14.97	17.14
Plus 4 years out of school	14.97	17.14	
Plus 5 or more years out of school	17.14		

**(b) Wage Level B**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10 per hour \$</b>	<b>Year 11 per hour \$</b>	<b>Year 12 per hour \$</b>
School leaver	8.42	9.28	10.76
Plus 1 year out of school	9.28	10.76	12.37
Plus 2 years out of school	10.76	12.37	14.51
Plus 3 years out of school	12.37	14.51	16.55
Plus 4 years out of school	14.51	16.55	
Plus 5 or more years out of school	16.55		

**(c) Wage Level C**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10 per hour \$</b>	<b>Year 11 per hour \$</b>	<b>Year 12 per hour \$</b>
School leaver	8.42	9.28	10.76
Plus 1 year out of school	9.28	10.76	12.11
Plus 2 years out of school	10.76	12.11	13.52
Plus 3 years out of school	12.11	13.52	15.07
Plus 4 years out of school	13.52	15.07	
Plus 5 or more years out of school	15.07		

**(d) School-based traineeships**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower per hour \$</b>	<b>Year 12 per hour \$</b>
8.42	9.28

**(e) AQF Certificate Level IV traineeships**

**(i)** Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	17.80	18.49
Wage Level B	17.17	17.83
Wage Level C	15.63	16.22

**(f) Calculating the actual minimum wage**

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

**D.5.3 Other minimum wage provisions**

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

**D.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

**D.6 Employment conditions**

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.
- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## Appendix D1: Allocation of Traineeships to Wage Levels

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

### D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

**Concrete Products Award 2010**

<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**D1.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I
	II
	III
Asset Maintenance	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing	II
	III
Automotive Industry Retail, Service and Repair	I
	II
	III
Beauty	II
Caravan Industry	II
	III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I
	II
	III
Extractive Industries	II
	III
Fitness Industry	III
Floristry	II
Food Processing Industry	I
	II
Forest and Forest Products Industry	I
	II
	III
Furnishing	I
	II
	III
Gas Industry	I
	II
Health	II
	III
Local Government (Operational Works)	I
	II

Concrete Products Award 2010

<b>Training package</b>	<b>AQF certificate level</b>
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

**D1.3 Wage Level C**

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