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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s.23 application for award or variation of award

s.62(4) employer organisation deemed to have interest in an award

s.63(10) employee organisation deemed to have interest in an award

**The Australian Workers' Union, Tasmania Branch
Construction, Forestry, Mining and Energy Union, Tasmanian Branch**

(T12571 of 2006)

(T12578 of 2006)

MEANDER DAM DEVELOPMENT PROJECT ENTERPRISE AWARD

COMMISSIONER JP McALPINE

**New award - applications joined – applications approved – operative date 15
March 2006**

ORDER BY CONSENT –

Order No. 1 of 2006

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DIVISION 1 – APPLICATION AND OPERATION OF AWARD

1.0 TITLE

This award shall be known as the "Meander Dam Development Project Enterprise Award".

2.0 INDEX

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2.1 SCOPE

This award is established to cover all on-site civil construction work, associated with the Meander Dam Project (the Project).

For the purposes of this award the following definitions apply:

- (a) Civil Construction Work:
 - (i) Work performed in or in connection with the excavation, erection and, construction, at the project known as the Meander Dam

3.0 DATE OF OPERATION

This award will take effect from the 15th day of March 2006.

4.0 AWARD INTEREST

- (a) The following employee organisations have an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*:
 - (i) the Construction, Forestry, Mining and Energy Union;
 - (ii) the Australian Workers Union;
- (b) The following organisation is deemed to have an interest in this award pursuant to Section 62(2) of the *Industrial Relations Act 1984*:
 - (i) The Tasmanian Chamber of Commerce and Industry Ltd.
- (c) The following organisation is deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:
 - (i) the Tasmanian Trades and Labor Council

DIVISION 2 – CIVIL CONSTRUCTION WORK

PART 1 - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

5.0 DEFINITIONS

For the purposes of this award:

'Commission' means the Tasmanian Industrial Commission.

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'Continuous service' - For the purposes of this award service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

- (a) annual leave, personal leave or parental leave;
- (b) illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- (c) jury service;
- (d) injury received during the course of employment and up to a maximum of 26 weeks for which the employee received worker's compensation;
- (e) where called up for military service for up to three months in any qualifying period;
- (f) long service leave;
- (g) any reason satisfactory to the employer or, in the event of a dispute, to the Commission. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.

'Construction work' - For the purposes of sub clause 2(a) of this award, means all work performed under this award in connection with the erection of civil engineered structures,

'Mobile Crane' is one having its own propulsion which includes tractor and crawler cranes.

'Mobile Elevated Work Platform' (The Platform) is a vehicle mounted unit with a telescoping device, hinged device, or articulated device or any combination of these used to support a platform on which personnel, equipment, or materials may be elevated to perform work.

'Penalty Rates'

- (a) **'Ordinary time'** means rates as calculated in accordance with Clause 12 – Wage Rates of this award.
- (b) **'Time and a half'** means ordinary time plus 50 percent.
- (c) **'Double time'** means ordinary time plus 100 percent.
- (d) **'Double time and a half'** means ordinary time plus 150 percent.

'Union' means the unions set out in Clause 4 - Award Interest, of this award.

6.0 EMPLOYMENT CATEGORIES

- (a) Except as to casual employees, the employment of plant operators Tradespersons, Crane Crews and Civil Construction and Maintenance Workers in the classifications contained in subclauses 11(a) of this award shall be by the week.
- (b) A casual employee is one engaged and paid as such.
- (c) A casual employee for working ordinary time shall be paid one thirty eighth of the weekly award wage contained in sub clause 11(a) of this award for each hour so worked, plus a loading of 25 percent. The 25 percent loading prescribed herein is in lieu of the annual leave, sick leave and public holidays prescribed by this award.
- (d) A casual employee shall be paid for a minimum three hours' work.

Casual Employment

- (e) A casual employee is one engaged and paid in accordance with the provisions of this clause. A casual employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Award except annual leave, personal leave, parental leave, jury service, public holidays, notice of termination and redundancy.
- (f) An employer when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- (g) A casual employee for working ordinary time shall be paid 125 per cent of one thirty-eighth of the relevant Weekly Rate (i.e. the hourly rate), prescribed by Part II - WAGES AND RELATED MATTERS clause 11, for the employee's classification.
- (h) A casual employee required to work overtime, or on a Saturday, or on a Sunday, or on a public holiday, shall be entitled to the relevant penalty rates prescribed by Part IV – hours of work, shiftwork and overtime clause 28 provided that in the case of shift-workers who are required to work part of their ordinary hours of work on a Saturday, Sunday or Public Holiday
 - (1) where the relevant penalty is time and one half, the employee shall be paid 175 per cent of the hourly rate for the employee's classification; and

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- (2) where the relevant penalty rate is double time, the employee shall be paid 225 per cent of the hourly rate for the employee's classification; and
- (3) where the relevant penalty rate is double time and a half, the employee shall be paid 275 per cent of the hourly rate for the employee's classification."

7.0 WORK ORGANISATION

- (a) An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- (b) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

8.0 PRESENTING FOR WORK BUT NOT REQUIRED

- (a) A new employee, if engaged and presenting for work to commence employment and not being required shall be entitled to at least eight hours' work or payment therefore at ordinary rates, plus the appropriate allowance prescribed by Clause 47 - Fares and Travel Patterns Allowance, of this award.
- (b) PROVIDED that if the services of any employee are not required by reason of inclement weather then the provision of Clause 13 - Inclement Weather of this award, shall apply.

9.0 TERMINATION OF EMPLOYMENT

- (a) Tradespersons, Plant Operators and Civil Construction and Maintenance Workers, Crane Operators and Crane Crew
 - (i) One week's notice of termination of employment shall be given on either side or one week's pay shall be paid or forfeited.
 - (ii) An employee shall be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools.
 - (iii) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.
 - (iv) Termination of all casual engagements shall require one day's notice on either side given at any time during the week or the payment or forfeiture of one day's wages, as the case may be.

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- (v) This sub clause shall not affect the employer's right to dismiss an employee without notice because of the employee's incompetence or misconduct, in which case the employee shall be paid all wages due up to the time of dismissal only.

(b) Notice of Termination of Employment

- (i) Except as provided in paragraphs (iii) and (v) hereof, the employer shall give to the employee the following notice of termination:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the above notice employees over 45 years of age at the time of giving notice with not less than two years continuous service shall be entitled to an additional weeks notice.
- (iii) Payment in lieu of notice shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice and part payment in lieu.
- (iv) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated shall be used.
- (v) The period of notice shall not apply in the case of dismissal for conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

Notice of Termination By Employees

The notice of termination required to be given by an employee shall be a minimum of one week.

10.0 REDUNDANCY

Redundancy or redundant means the termination or cessation of employment of an employee for any reason, whilst the employee is employed on the project.

Redundancy Benefit

- (a) The employer agrees to make redundancy contributions in respect of employees covered by this part to ACIRT or other complying fund. The weekly contribution rate shall be \$30.00 per week and with further increase to \$40.00 per week from 1/6/07.
- (b) The employee will be entitled to a redundancy benefit for each week of service with the employer on the project of the greatest of the following amounts:
 - (i) an amount per week for each week of service with the employer equal to the amount agreed to be contributed to the fund or scheme payable to the Employee on the redundancy of the employee; or
 - (ii) the amount contributed by the employer to the fund or scheme; or
 - (iii) the amount prescribed by the Tasmanian Industrial Commission.

The amount of contributions paid to the Fund or Scheme under paragraph (ii) shall be set off against any entitlement under paragraph (i), (iii).

There is no requirement for contributions to be made for apprentices.

PART II – WAGES AND RELATED MATTERS

11.0 WAGE RATES

- (a) Employee Classifications

The following amounts shall be applied where appropriate for the purposes of the calculation in sub clause (c) of this clause of the hourly rate to apply to daily hired employees.

Classification	FFPP after 01.01.2006 \$	FFPP after 01.06.2006 \$	FFPP after 01.06.2007 \$	FFPP after 01.06.2008 \$
		4.5%	4.5%	4.5%
Rigger Dogman	\$697.30	\$728.68	\$761.47	\$795.74
Carpenter	\$725.42	\$758.06	\$792.17	\$827.82
Scaffolder	\$675.64	\$706.04	\$737.81	\$771.01
Concrete Finisher	\$675.64	\$706.04	\$737.81	\$771.01
Steelfixer	\$675.64	\$706.04	\$737.81	\$771.01
Trades Assistant	\$659.30	\$688.97	\$719.97	\$752.37
General Labourer	\$659.30	\$688.97	\$719.97	\$752.37
Peggie, etc.	\$659.30	\$688.97	\$719.97	\$752.37
Operator G1	\$701.48	\$730.05	\$762.90	\$797.23

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Classification	FFPP after 01.01.2006	FFPP after 01.06.2006	FFPP after 01.06.2007	FFPP after 01.06.2008
Operator G2	\$703.38	\$735.03	\$768.11	\$802.67
Operator G3	\$725.80	\$758.46	\$792.59	\$828.26
Operator G4	\$748.22	\$781.89	\$817.08	\$853.85
Operator G5	\$796.48	\$832.32	\$869.78	\$908.92
Mobile Crane Operator up to 20T	\$687.80	\$718.75	\$751.09	\$784.89
Mobile Crane Operator 20 -40T	\$695.02	\$726.30	\$748.02	\$781.68
Mobile Crane Operator 40T – 80T	\$726.67	\$759.37	\$793.54	\$829.25
Mobile Crane Operator 80T- 100T	\$747.08	\$780.70	\$815.83	\$825.54
Tower Crane Operator	\$726.05	\$758.72	\$792.86	\$828.54

(b) Special Allowance

The wage rates specified for employees set out in subclause (a) of this clause includes a special allowance of \$7.70 which compensates the employee for the following matters:

- (i) Excess travelling time incurred by employees in the building and construction industry.
- (ii) The removal of loadings from the various building industry awards consequent upon the introduction of 'paid rates' in the building industry.

(c) Leading Hands

- (i) This subclause shall apply to leading hands employed in a classification contained in subclauses 11(a).
- (ii) A person specifically appointed to be a leading hand shall be paid at the rate of the undermentioned hourly amounts above the hourly rates of the highest classification supervised, or the employees own rate, whichever is the highest in accordance with the number of persons in the employees charge.

	Weekly Base	Per Hour
	\$	\$
In charge of not more than one person	13.00	0.35
In charge of two and not more than five persons	28.70	0.78

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In charge of six and not more than 10 persons	36.70	0.99
In charge of more than 10 persons	48.80	1.32

(d) Foreperson

In addition to the rates prescribed in this clause a foreperson in charge of a complete project shall be paid not less than \$17.65 per day extra.

12.0 CLASSIFICATION DESCRIPTORS

'Carpenter and Joiner' means an employee employed as a carpenter and/or joiner upon shop fitting work or construction work as defined in this clause. Without limiting the generality of the foregoing the work of carpenters may include:

- (a) work in connection with prefabricated units;
- (b) the marking out, lining, plumbing and levelling of steel formwork and supports thereto;
- (c) the stripping of steel formwork shutters or boxing;

PROVIDED that:

- (i) nothing in this definition shall be construed as giving a carpenter an exclusive right to work specified in (c), hereof.

'Concrete Finisher' means an employee other than a concrete floater engaged in the finishing of concrete or cement work by hand not being a finish in marble mosaic or terrazzo.

'Concrete Floater' means an employee engaged in concrete or cement work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing or patching.

'Dogman' means an employee who carries out the work of slinging loads and who controls the movement of such loads when handled by lifting appliances. The dogman is also responsible for the control of loads when out of view of the crane operator. A dogman must hold the current certificates issued in accordance with the Statutory requirements.

'Dogman/Rigger' means an employee who in addition to the work of a dogman, is a rigger who is in charge of the initial work of setting up the crane and responsible for ensuring that all rigging work is carried out in a safe and efficient manner in accordance with the statutory requirements.

A rigger must hold the current certificates in accordance with statutory requirements.

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'Foreperson' means an employee who is given by the employer, or employer's agent, the responsibility for supervising the programming of work.

'Leading Hand' means an employee who is given by the employer, or their agent, the responsibility of directing and/or supervising the work of other persons, or in the case of only one person the specific responsibility of directing and/or supervising the work of that person.

'Mobile Crane Operator' means the employee who is the link between the operation of the mobile crane and its motive power and controls the apparatus inside the crane's cabin to regulate its movements i.e. 'luffing' (raising or lowering the jib or boom), 'slewing' (turning the crane on its axis) or 'hoisting' (raising or lowering) the hook.

A crane operator must hold the current certificates in accordance with Statutory requirements.

It is the responsibility of the operator to ensure that the crane is set up, operated and maintained in a safe manner and to clearly understand that the crane is under the direction of the certified dogger/rigger who is responsible for the slinging and directing the movement of loads.

'Mobile Elevating Work Platform Operator' Is an employee required to perform, alone or as part of a crew, tasks including:-

- driving/relocating the platform between work locations;
- setting up the platform; and
- operating the platform in a safe and efficient manner.

A mobile elevating work platform operator must hold the current certificates in accordance with statutory requirements.

'Operator G1' includes mechanical plant operator, winch driver and forklift driver – lifting capacity to 5000kg who operate pneumatic tyred tractors not using power operated attachments over 70 and up to 110 kw brake power; crawler tractors not using power operated attachments up to and including class 3; crawler tractors not using power operated attachments up to and including class 2; pile driving machine; pneumatic tyred tractors using power operated attachments over 35 kw brake power; road roller, powered, under 4 tonnes; second driver – navy and dragline – or dredge type excavator.

'Operator G2' includes mechanical plant operators who operate the following plant: Compactor – up to but not exceeding 48kw; Crawler tractor not using power operated attachments class 4 and 5; Crawler tractor using power operated attachments class 3 and 4; Loader up to and including 0.75 cubic metre; Pneumatic tyred tractor not using power operated attachments, over 70 and up to 110kw brake power; Pneumatic tyred tractor using power operated attachments, over 35 and up to 70kw brake power; Road Roller, powered, 8 tonnes and over; Road roller, powered, vibrating 4 tonnes and over.

'Operator G3' includes mechanical plant operators who operate the following plant: Compactor – from 48kw up to but not exceeding 95kw; Crawler tractor not using power operated attachments, above class 5; Crawler tractor using power operated attachments, above class 5 and 6; Excavator up to and including 0.5 cubic metre capacity; Grader, power operated, below 35kw brake power; Loaders, front-end or overhead, 0.75 cubic metre up to and including 2.25 cubic metre; Pneumatic tyred tractor not using power operated attachments, over 110kw brake power; Pneumatic tyred tractor using power operated attachments, over 70kw and up to 110kw brake power; Scraper, self powered, under 10 cubic metres struck capacity.

'Operator G4' includes mechanical plant operators who operate the following plant: Compactor – from 96kw up to but not exceeding 220kw; Crawler tractor using power operated attachments, class 7 and 8; Excavator above 0.5 cubic metre up to and including 2.25 cubic metres; Graders, power operated, 35 to 70kw brake power inclusive
Loaders, front-end and overhead, 2.25 cubic metres up to and including 4.5 cubic metres
Pneumatic tyred tractor using power operated attachments, in excess of 110kw brake power; Scraper, self-power, over 10 cubic metres up to and including 20 cubic metres struck capacity.

'Operator G5' includes mechanical plant operators who operate the following plant: Compactor – from 220kw; Crawler tractor using power operated attachments, class 9; Excavator, over 2.25 cubic metres; Grader, power operated over 70kw brake power; Loaders, front-end and overhead, over 4.5 cubic metres capacity.

Note: Crawler tractors are classified in accordance with Australian standard D4 – 1964 classification of crawler tractor by weight as follows:

CLASS SHIPPING WEIGHT – POUNDS CLASS SHIPPING WEIGHT – POUNDS

- | | |
|-----------------------------|-----------------------------|
| 1. up to 3,000 | 2. over 3,000 up to 6,000 |
| 3. over 6,000 up to 10,000 | 4. over 10,000 up to 15,000 |
| 5. over 15,000 up to 25,000 | 6. over 25,000 up to 40,000 |
| 7. over 40,000 up to 60,000 | 8. over 60,000 up to 80,000 |
| 9. over 80,000 | |

- (a) **'Assistant'** means an employee engaged in assisting or labouring and who is otherwise not classified above.

'Scaffolder' means a person engaged substantially in the erecting or altering or dismantling of any structure or framework used or intended to be used in building operations:

- (a) to support workers or material; or

- (b) to support framework; or
- (c) as a temporary support for members or parts of a building;
- (d) where such structure or frame work is composed of standards and/or ledgers and/or put locks or any combination of these components normally used in scaffolding work.

Nothing in this definition shall extend to:

- (i) any scaffolding used or intended to be used to support workers or materials which is not intended to be erected to a height over three metres; or
- (ii) any work relating to formwork which consists solely of the tying together of occasional pieces of scaffolding tube to arrow or similar type props; or
- (iii) any work which consists of a structure or framework composed solely of timber.

13.0 INCLEMENT WEATHER

13.1 Definition - inclement weather

- (i) Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme of high temperature for the locality concerned, or the like, or any combination thereof) by virtue of which it is either not reasonable or not safe for workers exposed thereto to continue working whilst the same prevail.
- (ii)
 - (1) The employer, or the employers representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.
 - (2) Provided that if the employer or the employers representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

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- (iii) Except as provided in 13.2. (iii) herein, no employee shall be required to work exposed to inclement weather conditions. For the purposes of this subclause, an employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.
- (iv) there shall be no deduction of wages for any working time lost due to inclement weather.

13.2 Completion of concrete pours and emergency work

- (i) Except as provided in this subclause an employee shall not be required to work in the rain.
- (ii) Employees shall not be required to start a concrete pour in inclement weather.
- (iii) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- (iv) If the employee's clothes become wet as a result of working in the rain during a concrete pour he/she shall, unless he/she has a change of dry working clothes available, be allowed to go home without loss of pay.
- (v) The provisions herein shall also apply in the case of emergency work where the employees concerned and their job representative agree that the work is of an emergency nature and can start and/or proceed.
- (vi) Where it is necessary and safe for a spotter to work during a period of inclement weather thereby enabling mobile plant to continue operating, such spotter shall be entitled to the provisions of 13.2. (iii) hereof.

14.0 PAYMENT OF WAGES

- (a) All employees shall be paid weekly by cash or electronic funds transfer to a banking account nominated by the employee. The employer will meet the cost of lodgement to the employee's banking account with the exception of Federal and State duty and taxes.
- (b) Payments shall be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.

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- (c) In any week in which a holiday falls on a Friday, wages accrued shall be paid on the previous Wednesday. When a holiday occurs on any Thursday, wages accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.
- (d) An employee who has not received their wages on pay day after more than a quarter of an hour after the usual time of ceasing work (for reasons other than circumstances beyond the control of the employer), shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour, up until the wages are actually paid.
- (e) The employer shall not keep more than two days' wages in hand.
- (f) When notice is given in accordance with Clause 9 – Termination of Employment of this award all monies due to the employee shall be paid at the time of termination. Where this is not practicable the provisions of subclause (g) hereof shall apply.
- (g) Where, on any pay day, work ceases for the day because of inclement weather an employee shall be paid all wages, allowances and other monies due without undue delay.
- (h) Particulars of details of payment to each employee shall be included on the envelope including the payment, or in a statement handed to the employee at the time payment is made, and shall contain the following information:
 - name of the employee;
 - classification of the employee in accordance with the award;
 - date of payment;
 - period covered by such payment;
 - the ordinary hourly rate;
 - the number of hours employed in the period at the ordinary rate;
 - the amount of the payment made at the ordinary rate;
 - any overtime rates;
 - the number of hours employed at the overtime rates;
 - the amount of the payment at overtime rates;
 - any allowances or special rates not included in the hourly rate paid and the nature thereof;
 - the gross amount of the payment;
 - the net amount of the payment;
 - the amount and purpose of any deductions made;
 - the name, or the name and number of the fund or account into which the amount of the deduction was paid;
 - the amount of each superannuation contribution made during the period;
 - the fund into which the superannuation contributions were made and the employee number;
 - the employees long service leave registration number; and

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- annual holiday payments.
- (i) Where an employee or employer gives notice in accordance with Clause 9 – Termination of Employment of this award and monies due are not paid on termination, the employer shall have two working days to send monies due to the employee by registered post (or where paid by EFT the monies are transferred into the employee's account), **PROVIDED** that if the money is not posted (or transferred) within that time, the time spent waiting beyond the two working days shall be paid for at ordinary rates, such payment to be at the rate of eight hours' pay per day up to a week's pay when the right to waiting time shall terminate.

15.0 SUPERANNUATION

(a) Definitions

For the purposes of this clause:

- (i) **'Superannuation legislation'** means the Federal legislation, as varied from time to time, governing the Superannuation rights and obligations of the parties, which includes the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*.
- (ii) **'Fund'** means a complying fund, as defined in the Superannuation legislation.
- (iii) **'Eligible employee'** shall mean an employee who is entitled to receive employer superannuation contributions in accordance with the Superannuation legislation.
- (iv) **'The relevant fund'** means the fund selected in respect of an employee pursuant to subclause (d) hereof.
- (v) **'Ordinary time earnings'** (which for the purposes of the *Superannuation Guarantee (Administration) Act 1992* will operate to provide a notional earnings base) means the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowance, shift loading, special rates, qualification allowances (e.g. first aid officer), project allowance, asbestos eradication allowance, leading hand allowances, and supervisory allowances, together with those fare and travel allowances paid for days where ordinary time is worked, where applicable. The term includes any regular over-award pay. All other allowances and payments are excluded. (Note: for the purposes of this subclause 'ordinary hours of work' includes ordinary hours of shiftwork where applicable).

(b) Contributions

In accordance with the Superannuation legislation and subject to the Trust Deed of the relevant Fund, an employer shall contribute an amount on behalf of each eligible employee into a relevant superannuation fund, which reflects the employers' liability as prescribed in Part 3 of the *Superannuation Guarantee (Administration) Act 1992*.

(c) Employee Contributions

(i) Subject to the rules of the Fund, employees who wish to make contributions to the Fund additional to those being paid pursuant to subclause (b) hereof, shall be entitled to do so. Such employees may either forward their own contribution directly to the Fund administrators or, where it is practicable to do so, authorise the employer to pay into the fund from the employee's wages, amounts specified by the employee.

(ii) Employee contributions to the Fund deducted by the employer at the employee's request shall be held in Trust on the employee's behalf and be subject to the following conditions:

- (1) The amount of contributions shall be expressed in whole dollars.
- (2) Employees shall have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of three months' written notice to the employer. **PROVIDED** that by agreement with the employer, employees may vary their additional contribution in extenuating circumstances at other times.
- (3) Contributions deducted under this clause shall be forwarded to the fund at the same time as contributions under subclause (b) hereof.

(d) Superannuation Fund

(i) The employer shall make superannuation contributions, or improvements pursuant to this clause, to any of the following Funds (that meet the definition set out in paragraph 15(a)(ii) hereof):

- (1) C+BUS, Tasplan, Connect, STA or
- (2) any fund nominated by an individual employee as his or her preferred fund

- (ii) Subject to the terms of this clause, where there is a dispute over the choice of fund in respect of one or more employees, the matter shall be referred to the Commission for determination.

(e) Fund Membership

The employer shall make an eligible employee aware of their entitlements under this clause and shall arrange for such eligible employee the opportunity to become a member of the relevant Fund. An eligible employee shall, within a period of 30 days from commencement of employment complete the necessary application forms to become a member of the relevant Fund, to the satisfaction of the Trustees of that Fund, in order to be entitled to the contributions prescribed in subclause (b) hereof.

(f) Exemption

This clause shall be deemed to be satisfied by an employer, at the date of becoming bound by this award, is already satisfying and continues to satisfy the requirements of subclause (b) hereof by providing superannuation contributions which reflects the employers' liability as prescribed in Part 3 of the *Superannuation Guarantee (Administration) Act 1992*, or any higher amount as required by the Trust Deed of the relevant fund.

(g) Absence from Work

Subject to the trust deed to the fund of which an employee is a member, the following provisions shall apply:

(i) Paid Leave

Contributions shall continue whilst a member of a fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave, or other paid leave.

(ii) Unpaid Leave

Contributions shall not be required in respect of any period of absence from work without pay of one day or more.

(iii) Work Related Injury or Illness

In the event of an eligible employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence provided that:

- (1) the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this award;
- (2) the person remains an employee of the employer.

16.0 ACCIDENT PAY – MOBILE CRANE CREWS

(a) Entitlement

- (i) Accident pay will be paid to Mobile Crane Crews who would normally have this entitlement under the Mobile Crane Hirers Award.
- (ii) An employee's entitlement to accident make up pay for a work related injury shall be subject to the employee suffering an injury for which weekly compensation payments are payable pursuant to the relevant Workers' Compensation legislation.
- (iii) An employer shall pay accident make up payment during the incapacity of the employee, within the meaning of the relevant legislation.
- (iv) The liability of the employer under this Clause shall arise at the date of the injury in respect to which compensation is payable under the relevant legislation and shall continue whilst the employer is liable to pay compensation up to an aggregate maximum of 52 weeks payment for any one injury.
- (v)
 - (1) Accident pay shall only be payable to an employee whilst in the employment of the employer by whom the employee was employed at the time of the incapacity.
 - (2) Provided that in the case of termination of an employee who is incapacitated and receiving accident make up pay, such payment shall continue to apply except where:-
 - (A) the termination is due to serious and/or wilful misconduct; or
 - (B) arises from a declaration of liquidation/insolvency of the employer in which case the employee's entitlement shall be considered by the parties to the award.
 - (3) To qualify for the continuation of accident make-up pay on termination, an employee shall if required provide evidence to the employer of the continuation of weekly compensation payments.

- (vi) Accident make up pay shall not apply in respect of any injury during the first five ordinary working days of incapacity.
- (vii) Accident make up pay shall not apply to any incapacity occurring during the first three weeks of employment unless such incapacity extends beyond the first three weeks and then, subject to the above, accident make up pay shall apply only to the period of incapacity after the first three weeks. Provided that industrial diseases contracted by gradual process or injuries subject to recurrence, aggravations or accelerations shall not be subject to accident make up pay unless the employee has been employed at the time of the incapacity for a minimum period of one month.
- (viii) An employee on engagement may be required to declare all workers compensation claims made in the previous five years. In the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit the entitlement to accident make up pay provided by this Clause.

(b) Absences on Other Paid Leave

An employee shall not be entitled to accident pay in respect of any period of other paid leave.

(c) Notice of Injury

Upon receiving an injury for which an employee claims to be entitled to receive accident pay, such employee shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence; provided that such notice may be given by a representative of the employee.

(d) Medical Examination

In order to receive entitlement to accident pay, an employee shall conform to the requirements of the relevant legislation as to medical examination. Where, in accordance with the relevant legislation, a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work, or specifies work for which the employee is fit, and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(e) Redemption of Weekly Payments

Where there is a redemption of weekly compensation payments under the relevant legislation, the employer's liability to pay accident pay shall cease as from the date of such redemption.

(f) Civil Damages Claim

- (i) An employee receiving or who has received accident pay shall advise the employer of any action the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provided an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict of settlement on that injury.
- (ii) Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
- (iii) Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

(g) Insurance Against Liability

Nothing in this award shall require an employer to insure against liability for accident pay.

(h) Variations in Compensation Rates

Any changes in compensation rates under the relevant legislation shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(i) Death of Employee

All rights to accident pay shall cease on the death of an employee.

(j) Committee to Review

In the event of any dispute arising as to the entitlement of an employee to payment of accident pay, the matter shall either:

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- (i) be dealt with by clause 52 - Settlement of Disputes of Division IV – DISPUTE RESOLUTION & RIGHT OF ENTRY; or
 - (ii) if the parties to this award agree, be referred to a Committee of Review, which shall comprise two representatives of employers and two representatives of employees together with a chairperson mutually agreed upon or as appointed by the President of the Commission. The decision of the Committee shall be final and accepted by all parties.
- (k) Definitions
- (i) **"Accident Make Up Payment"** means a weekly payment being the difference between the weekly compensation paid to the employee pursuant to the relevant Workers' Compensation legislation and the wages the employee would have received for ordinary hours worked if the employee had been performing normal duties. This shall exclude additional payments such as attendance, bonus payments, shift penalties, overtime payments, fares and travelling allowance, site allowance, or other such rates.
 - (ii) **"Part of a Week Payment of Accident Make Up"** shall mean a direct pro-rata of one week's ordinary earnings.
 - (iii) **"Injury"** shall be given the same meaning and application as applying under the relevant Workers' Compensation legislation and no injury shall result in the application of make up pay unless an entitlement exists under such legislation.
 - (iv) **"Relevant Workers' Compensation legislation"** and **"relevant legislation"** shall mean the *Workers Rehabilitation and Compensation Act 1988*, as amended.

PART III - ALLOWANCES

17.0 INDUSTRY ALLOWANCE

Included in the rates prescribed in Clause 11 – Wage Rates of this award is an amount of \$20.40 per week to compensate for the following disabilities associated with building and construction work:

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

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- (d) sloppy and muddy conditions associated with the initial stages of the erection of a building;
- (e) the disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold, or a bosuns chair;
- (f) the lack of the usual amenities associated with factory work, (e.g. meal rooms, change rooms, lockers);
- (g) the disabilities generally associated with civil construction and maintenance work.

18.0 PROJECT ALLOWANCE

- (a) In recognition of the nature of this Project, a project disability allowance shall be paid at a rate of \$1.50 per hour whilst the employee is working on the site. Where an employer is already making over award disability payments then those amounts may be offset against this allowance.
- (b) This allowance shall be payable from commencement of work on site and shall be fixed for the life of this Award.
- (c) This allowance shall be fixed and payable for all hours worked. The allowance is not all purpose and is not payable during long service leave, annual leave, sick leave, bereavement leave, public holidays, jury duty, or any other time not worked on site other than Rostered Days Off and Inclement Weather.
- (d) Should an employee be absent without a legitimate reason or leave site as a result of industrial disputation in contravention to the disputes resolution procedures or as a result of inclement weather without management agreement, then no Project Allowance will be paid for the hours applicable to the time lost.

19.0 TOOL ALLOWANCES

- (a) Included in the rates prescribed in Clause 11 – Wage Rates of this award is an amount for tool allowance which is paid for all purposes of the award in accordance with the following table:

Classification	Tool Allowance \$ per week
Carpenter and/or joiner, Formworker	\$22.10

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- (b) The above allowance does not include the provision of the tools set out in Clause 44 – Special Tools and Protective Clothing of this award.

20.0 FIRST AID ALLOWANCE

- (a) An employee who:
 - (i) is appointed by the employer to be responsible for carrying out first aid duties as they may arise; and
 - (ii) holds a recognised first aid qualification (as set out hereunder) from the Australian Red Cross Society, St John Ambulance Association or similar body; and
 - (iii) is required by their employer to hold a qualification at that level; and
 - (iv) the qualification satisfies the relevant statutory requirement pertaining to the provision of first-aid services at the particular location where the employee is engaged; and
 - (v) those duties are in addition to the employees normal duties, recognising what first aid duties encompass by definition;

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

- (1) an employee who holds the minimum qualifications recognised under the relevant State Occupational Health and Safety legislation - \$1.95 per day; or
 - (2) an employee who holds a higher first aid certificate recognised under the relevant State Occupational Health and Safety legislation - \$3.10 per day.
- (b) In payment of an allowance under this clause, a person shall be paid only for the level of qualification required by their employer to be held, and there shall be no double counting for employees who hold more than one qualification.

21.0 MEAL ALLOWANCE

- (a) An employee required to work overtime for at least one and one half hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 25 – Hours of Work and Clause 28 – Shift Work of this award shall be paid by the employer an amount of \$15.00 to meet the cost of a meal.

22.0 HEIGHT ALLOWANCE

- (a) An employee who works on the Dam Wall where the construction exceeds 15 metres in height shall be paid for all work which exceeds 15 metres an additional 48 cents per hour with a further 48 cents per hour for each additional 15 meters of height provided that;
- (b) the height shall be measured from the top of the concrete plinth at base of the upstream face of the Dam.

23.0 HEAVY LIFTING

Heavy bags - 40kg cement bags are not to be lifted by individuals on site - 20kg bags (if available) to be used instead.

Lifting requirements will comply with the 'National Code of Practice – For manual Handling' (N.O.H.S.C.: 2005 (1990)).

24.0 SWING SCAFFOLD

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

Height of Bracing	Each First Four Hours	Additional Hour
	\$	\$
0 – 45 Metres	3.45	0.71

- (b) **PROVIDED** that an apprentice with less than two years' experience shall not use a swing scaffold or bosuns chair, and further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

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- (c) Payments contained in this subclause are in recognition of the disabilities associated with the use of swing scaffolds.
- (d) For the purposes of this subclause:
- (e) **'Completed'** means the building is fully functional and all work which is part of the principal contract is complete.

**PART IV – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK,
WEEKEND WORK**

25.0 HOURS OF WORK

- (a) Except as provided elsewhere in this award, the ordinary working hours shall be 38 per week, worked between 6.00am and 6.00pm, Monday to Friday.
- (b) The ordinary working hours shall be worked in a 20-day 4-week cycle, Monday to Friday inclusive, with eight hours worked for each of nineteen days and with 0.4 of an hour on each of those days accruing towards the twentieth day, which shall be taken as a paid day off. The twentieth day of that cycle shall be known as the rostered day off and shall be taken as outlined in this clause. Payment on such a rostered day off shall include accrued entitlement to the allowances prescribed in Clause 47 of this Award.

A rostered day off shall be taken on the fourth Monday in each four-week cycle, except where it falls on a public holiday, in which case the next working day shall be taken in lieu.

Before October each year the parties at State level will meet to programme the RDO's for the following year, ensuring that they coincide with the public holidays to the greatest extent practicable.

- (c) Each day of paid leave taken and any holiday (as prescribed in Clause 36 - Public Holidays and Holiday Work of this award), occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (d) An employee who has not worked, or is not regarded by reason of subclause (c) hereof as having worked a complete 19-day four-week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.

- (e) A prescribed RDO or a substituted day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Saturday work in Clause 29 - Weekend Work of this award.
- (f) Subject to agreement between the employee and the employer, a total of five RDO's may be accrued in any one calendar year.

26.0 BREAKS

- (a) Meal Break

There shall be a cessation of work and of working time for the purpose of a meal on each day, of no less than 30 minutes, to be taken between noon and 1.00pm.

- (b) Variation of Meal Breaks

Where, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of cessation of work.

- (c) Working with Toxic Materials

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

- (d) Rest Periods

There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.00am and 11.00am, and an afternoon rest period of 10 minutes between 2.30pm and 3.30pm provided that by agreement between the employer and a majority of the employees, this provision can be varied.

(e) Crib Times

- (i) When an employee is required to work overtime after the usual ceasing time of the day or shift for two hours or more, the employee shall be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, (also without deduction of pay), a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly. Subject to further order of the Commission this payment shall be regarded as having worked at ordinary time for employees engaged on weekly hire.
- (ii) For the purposes of this subclause 'usual ceasing time' is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 25 – Hours of Work and Clause 28 – Shift Work of this award.
- (iii) Where shift work comprises three continuous and consecutive shifts of eight hours per day inclusive of time worked for accrual purposes as prescribed in subclause 28(d) of this award a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift. Such crib time in each shift, shall be in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

27.0 OVERTIME AND SPECIAL TIME

- (a) All time worked beyond an employee's ordinary time of work (inclusive of time worked for accrual purposes as prescribed in Clause 25 – Hours of Work and Clause 28 – Shift Work of this award), Monday to Friday, shall be paid for at the rate of one and a half time ordinary rates for the first two hours and at double time thereafter.
- (b) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.

- (c) Subclause (b) hereof shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (d) If an employer requires an employee to work during the time prescribed by subclause 26(a) – Meal Breaks of this award for cessation of work for a meal break, the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the meal break. If the cessation time is shortened at the request of the employee to the minimum of 30 minutes prescribed in subclause 26(a) of this award or to any other extent, (not being less than 30 minutes) the employer shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.
- (e) No employee under the age of 18 years shall be required to work overtime or shift work unless the employee so desires.
- (f) No apprentice or trainee shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent the employee's attendance at a training facility, as required by any statute, award or regulation.
- (g) When an employee, after having worked overtime and/or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the employer shall pay the cost of, or provide transport to, the employee's home or to the nearest public transport.
- (h) An employee who works so much overtime:
 - (i) between the termination of the employee's ordinary work day or shift, and the commencement of the employee's ordinary work in the next day or shift that the employee has not had at least 10 consecutive hours off duty between these times; or
 - (ii) on Saturdays, Sundays and holidays, (not being ordinary working days) or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the next ordinary day or shift;

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

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- (i) An employee who has worked continuously (except for meal and crib times allowed by this award) for 20 hours shall not be required to continue at or commence work for at least 12 hours.
- (j) If on the instructions of the employer, such an employee resumes or continues to work without having had such 10 consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (k) The provisions of this subclause shall apply in the case of shift workers 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 worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (l) Except as provided in this clause an employer may require any employee to work reasonable overtime.
- (m) All work performed on any of the holidays prescribed in Clause 36 - Public Holidays and Holiday Work, or substituted in lieu thereof, shall be paid for at the rate of double time and a half.
- (n) The provisions of subclauses (g) and (h) hereof shall apply in respect of work on a holiday.
- (o) An employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.
- (p) All work performed on a Saturday or a Sunday shall be paid in accordance with Clause 29 - Weekend Work of this award.

28.0 SHIFT WORK

Where it is necessary that work is performed in shifts the following conditions shall apply.

- (a) For the purposes of this clause:

'Afternoon shift' means a shift finishing at or after 9.00pm and at or before 11.00pm.

'Night shift' means a shift finishing after 11.00pm and at or before 7.00am.

'Morning shift' means a shift finishing after 12.30pm and at or before 2.00pm.

'Early afternoon shift' means a shift finishing after 7.00pm and before 9.00pm.

- (b) **PROVIDED** that the employee is employed continuously (inclusive of public holidays) for five shifts Monday to Friday, the following rates shall apply:
 - (i) Afternoon and night shift - ordinary time plus 50 percent.
 - (ii) Morning and early afternoon shifts - ordinary time plus 25 percent.
- (c) In the case of broken shifts (i.e. less than five consecutive shifts Monday to Friday) the rates prescribed shall be - ordinary time plus 50 percent for the first two hours and double ordinary time rates thereafter.
- (d) **PROVIDED** that where a job finishes after proceeding on shift work for more than five consecutive days or the employer terminates the employee's services during the week, the employee shall be paid at the rate specified in subclause (b) hereof for the time actually worked.
- (e) The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks. **PROVIDED** that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of 20 minutes duration shall be allowed on each shift, and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work elsewhere prescribed by this award.
- (f) For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.
- (g) An employee shall be given at least 48 hours' notice of the requirements to work shift work.
- (h) The hours for shift workers, when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous day shift.
- (i) For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, shall be regarded as a Friday shift.

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- (j) All work in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).
- (k) The provisions of this award relating to hours of work and leave shall apply to employees working shift work.
 - (i) In lieu of the provisions of subclause (b) hereof, an employee engaged on shiftwork on a civil construction and maintenance project shall, for working ordinary hours, be paid the following shift allowances:
 - (ii) whilst on afternoon shift other than on a Saturday, Sunday or holiday, 15 percent more than the employee's ordinary rate;
 - (iii) whilst on permanent night shift, 30 percent more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift;
- (l) For the purposes of paragraph (k)(ii) hereof, **'permanent night shift'** means a shift worked by an employee who (except at his or her own request):
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) remains on a night shift for a longer period than four successive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of his/her working time off night shift in each cycle.

29.0 WEEKEND WORK

- (a) Overtime work on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12noon on Saturday shall be paid for at the rate of double time.
- (b) An employee required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate.
- (c) All work performed on the Saturday following Good Friday shall be paid for at the rate of double time and a half.
- (d) An employee required to work on the Saturday following Good Friday shall be afforded at least four hours' work or paid for four hours at the appropriate rate.

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- (e) All time worked on Sundays shall be paid for at the rate of double time. An employee required to work overtime on a Sunday shall be afforded at least four hours' work or paid for four hours at the appropriate rate.
- (f) An employee working overtime on Saturday or Sunday shall be allowed a rest period of 10 minutes between 9.00am and 11.00am. This rest period to be paid for as though worked.
- (g) An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay; but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.
- (h) In the event of an employee being required to work in excess of a further four hours, the employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

PART V- LEAVE AND HOLIDAYS WITH PAY

30.0 ANNUAL LEAVE

- (a) Period of Leave
 - (i) Subject to the provisions of subclauses (b), (d) and (e) hereof, a period of 28 consecutive days (exclusive of any public holidays occurring during the period), shall be given and taken as leave annually to all employees, other than casual employees, after twelve months' continuous service (less the period of annual leave) with an employer.
 - (ii) Where a rostered day off (as prescribed in Clause 25 – Hours of Work and Clause 28 – Shift Work of this award) falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in subclause (g) hereof.
- (b) Method of Taking Leave
 - (i) Either 28 consecutive days, or two separate periods of not less than seven consecutive days (in all cases exclusive of any public holidays occurring therein), shall be given and taken within six months from the date when the right to annual leave accrued. PROVIDED that an employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding five days in any calendar year at a time or times agreed between them.

- (ii) Where an employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the employer and the employees the matter shall be dealt with in accordance with Clause 52 – Settlement of Disputes of this award.
 - (iii) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provision of paragraph (b)(i) hereof may be altered by agreement (between the employer and a majority of employees affected under this award) to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or employer, requests it. This provision will not affect an employee's right to take up to five single days as provided in (b)(i) hereof.
 - (iv) Where annual leave is proposed to be given and taken in two periods, one of which is to be in conjunction with the Christmas and New Year holidays, representatives of the employers and employees, parties to this award, shall meet not later than 31 July in each year in order to fix the commencing and finishing dates for the following Christmas - New Year period of leave.
 - (v) Where no agreement can be reached between the representatives pursuant to paragraph (b)(iv) hereof the matter shall be referred to the Commission for determination.
- (c) Leave Allowed Before Due Date
 - (i) An employer may allow an employee to take annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave shall not commence until the expiration of 12 months in respect of which the leave so allowed was taken.
 - (ii) Where an employer has allowed an employee to take annual leave pursuant to paragraph (c)(i) hereof and the employee's services are terminated (by whatsoever cause) prior to the employee completing the 12 months' continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-fifty-second of the amount of wages paid on account of the annual leave.

- (iii) Notwithstanding anything contained in this subclause an employee who has worked for 12 months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid one-twelfth of an ordinary week's wages in respect of each completed 38 hours of continuous service with the current employer.

(d) Proportionate Leave on Termination

Where an employee has given five working days or more continuous service, inclusive of any day off as prescribed by Clause 25 – Hours of Work or Clause 28 – Shift Work of this award (excluding overtime), and either leaves employment or the employee's employment is terminated by the employer the employee shall be paid one-twelfth of an ordinary week's wages in respect of each completed five working days of continuous service with the current employer for which leave has not been granted or paid for in accordance with this award.

(e) Broken Service

- (i) Where an employee breaks continuity of service by an absence from work for any reason (other than a reason set out in the definition of 'continuous service' in Clause 5 – Definitions of this award) the amount of leave to which the employee would have been entitled under subclause (a) hereof shall be reduced by one-forty-eighth for each week or part thereof during which any such absence occurs, and the amount of payment in lieu of leave to which the employee would have been entitled under subclause (d) hereof shall be reduced by one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.
- (ii) **PROVIDED** however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of the employer's intention so to do within 14 days of the termination of the absence.

(f) Calculation of Continuous Service

Continuous service under this award is to be calculated in accordance with the definition of 'continuous service' in Clause 5 - Definitions of this award.

(g) Leave Payment

- (i) Payment for Period of Leave
- (ii) Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue during the currency of the leave.

(iii) Annual Leave Loading

In addition to the payment prescribed in paragraph (g)(i) hereof an employee shall receive during a period of annual leave a loading of 17.5 percent calculated on the rates, loadings and relevant allowances prescribed by Clause 11 – Wage Rates, and Clause 47 – Fares and Travel Patterns Allowance of this award. The loading prescribed above shall also apply to proportionate leave on lawful termination.

(h) Service Under Previous Award

For the purposes of calculating annual leave the service of the employee prior to the operative date of this award shall be taken into account but an employee shall not be entitled to leave (or payment in lieu thereof) for any period in respect of which leave (or payment in lieu thereof) has been allowed or made under any previous award.

(i) Annual Close Down

(i) Notwithstanding anything contained in this award an employer giving any leave in conjunction with the Christmas - New Year holidays may, at the employer's option, either:

- (1) stand off without pay during the period of leave any employee who has not yet qualified under subclause (a) hereof; or
- (2) stand off for the period of leave any employee who has not qualified under subclause (a) hereof and pay the employee (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 38 hours' continuous service (excluding overtime).

(ii) PROVIDED that where an employer at their option decides to close down their establishment at the Christmas - New Year period for the purpose of giving the whole of the annual leave due to all or the majority of their employees then qualified for such leave, the employer shall give at least two months' notice to their employees of their intention so to do.

(j) Prohibition of Alternative Arrangements

An employer shall not make payment to an employee in lieu of annual leave or any part thereof except as is provided for in this clause and no contract, arrangement, or agreement shall annul, vary or vitiate the provisions of this clause whether entered into before or after the commencement of this award.

31.0 LONG SERVICE

Employers will be registered with TasBuild in accordance with its obligations under the *Construction Industry (Long Service) Act 1997*.

Contributions will be made in accordance with requirements of the Act.

32.0 PERSONAL LEAVE

The provisions of this clause apply to employees other than casuals.

(a) Amount of Paid Personal Leave

- (i) Paid personal leave will be available to an employee when they are absent due to:
 - (1) personal illness or injury (sick leave); or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
 - (3) bereavement on the death of an immediate family or household member (bereavement leave).
- (ii) The amount of personal leave to which an employee is entitled is as follows:
 - (1) Three days in the first month and then one additional day at the beginning of each of the next nine calendar months, shall be available in the first year of employment;
 - (2) Twelve days at the beginning of the employees second and each subsequent year, which subject to paragraph (c)(viii) hereof, shall commence on the anniversary of engagement.
- (iii) In any year unused personal leave accrues at the rate of the lesser of:
 - (1) ten days less the total amount of sick leave and carer's leave taken from the current year's personal leave entitlement in that year; or
 - (2) the balance of that year's unused personal leave.

(b) Immediate Family or Household

- (i) The entitlement to use personal leave for the purpose of carer's or bereavement leave is subject to the person being either:
 - (1) a member of the employee's immediate family; or
 - (2) a member of the employee's household.
- (ii) The term '**immediate family**' includes:
 - (1) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as the employee's husband or wife on a bona fide domestic basis; and
 - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(c) Sick Leave

- (i) An employee during the first year of employment with an employer shall be entitled to use personal leave as sick leave, on account of personal illness or injury other than that covered by workers' compensation, at the rate of one day at the beginning of each of the first 10 calendar months.
- (ii) PROVIDED that an employee who has completed one year of continuous employment shall be credited with a further 10 days' sick leave entitlement at the beginning of the employee's second and subsequent year, which subject to paragraph (c)(viii) hereof, shall commence on the anniversary of engagement.
- (iii) An employee is entitled to use accumulated personal leave for the purpose of sick leave where the current year's sick leave entitlement has been exhausted.
- (iv) An employee shall within 24 hours of the commencement of such sick leave inform the employer of the employee's inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the employee's absence.
- (v) An employee shall prove to the employer's satisfaction that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

- (vi) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year the employee has already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. Provided that an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.
 - (vii) Any sick leave for which an employee may become eligible under this award by reason of service with one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.
 - (viii) If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such case the employee's next year of service will commence after a total of 12 months has been served with that employer, excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.
- (d) Bereavement Leave
- (i) An employee (other than a casual) is entitled to use up to two days' paid personal leave as bereavement leave on the death within Australia of a member of the employee's immediate family or household. Such leave shall be up to and including the day of the funeral of such relation (or where made necessary because of travel arrangements, the day after the funeral).
 - (ii) **PROVIDED** further that, with the consent of the employer, which shall not be unreasonably withheld, an employee shall in addition be entitled to up to 10 working days' unpaid bereavement leave in respect of the death within Australia or overseas of a relation to whom the clause applies.
 - (iii) Proof of such death shall be provided by the employee to the satisfaction of the employer.

(e) Carer's Leave

- (i) An employee (other than a casual) is entitled to use up to five days' personal leave each year as carer's leave to provide care and support for members of the employee's immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned.
 - (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
 - (iii) In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.
 - (iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (v) An employee may take unpaid carer's leave by agreement with the employer.
- (f) Any dispute as to the taking of personal leave shall be dealt with in accordance with Clause 52 – Settlement of Disputes of this award.

33.0 EMERGENCY AND CARER'S LEAVE

- (a) An employee, other than a casual employee, with responsibilities for family members (as defined in subclause (g) below), or shall be entitled, to a maximum of 5 days paid leave per year for absences to provide care and support for family members when they are ill or for leave in the event of a family emergency. Any such leave taken will be deducted from the award prescribed personal leave provisions.
- (b) Emergency and Carers Leave will not accumulate beyond any 12 month period and may be taken for part of a single day.
- (c) The following procedure must be followed in order to take Emergency or Carers Leave:
- (d) The employee must contact their employer as soon as possible after the need arises to access leave.

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- (e) If the employee is required to take two or more days Emergency or Carers Leave, in any one year, the employee shall if required by their employer, establish the illness or circumstances of the emergency by production of either a medical certificate or statutory declaration.
- (f) An employee, wherever practicable, shall give their employer notice of the intention to take the leave prior to the absence.
- (g) For the purpose of this clause only, 'family member' means:
 - (i) A spouse or defacto spouse of the employee, according to law;
 - (ii) A child (regardless of age), parent, grandparent, grandchild or sibling of the employee; or
 - (iii) A relative of the employee who is a member of the same household.
- (h) Operation of this clause will be monitored by the employer and union. An employer may alter or discontinue this benefit if, in the opinion of the Site Consultative Committee, the benefit is not used for the intended purpose.

34.0 PARENTAL LEAVE

The provisions of this clause apply to employees other than casuals.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

- (a) Definitions
 - (i) For the purpose of this clause 'child' means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - (ii) Subject to paragraph (a)(iii) hereof 'spouse' includes a de facto or a former spouse.
 - (iii) In relation to subclause (e) hereof 'spouse' includes a de facto spouse but does not include a former spouse.

(b) Basic Entitlement

- (i) After 12 months' continuous service, parents are entitled to a combined total of 52 weeks' unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (ii) Subject to paragraph (c)(vi) hereof, parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (2) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

(c) Maternity Leave

- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
 - (2) of the date on which the employee proposes to commence maternity leave, and the period of leave to be taken - at least four weeks.
- (ii) When the employee gives notice under subparagraph (c)(i)(1) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave the employee will not engage in any conduct inconsistent with her contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (iv) Subject to paragraph (b)(i) hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that the employee is fit to work on her normal duties.
- (vi) Special Maternity Leave
 - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which the employee is entitled in lieu of, or in addition to, special maternity leave.
 - (3) Where an employee not then on maternity leave suffers an illness related to the pregnancy, the employee may take any paid sick leave to which the employee is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (vii) Where leave is granted under paragraph (c)(iv) hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (d) Paternity Leave
 - (i) An employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
 - (1) a certificate from a registered medical practitioner which names the employee's spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (2) written notification of the dates on which the employee proposes to start and finish the period of paternity leave; and

- (3) a statutory declaration stating:
 - (A) the employee will take that period of paternity leave to become the primary care-giver of a child;
 - (B) particulars of any period of maternity leave sought or taken by his spouse; and
 - (C) that for the period of paternity leave the employee will not engage in any conduct inconsistent with his contract of employment.
 - (ii) The employee will not be in breach of paragraph (d)(i) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- (e) Adoption Leave
- (i) The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
 - (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
 - (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
 - (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(v) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

(vi) An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Variation of Period of Parental Leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

(g) Parental Leave and other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave, which they have accrued, subject to the total amount of leave not exceeding 52 weeks.

(h) Transfer to a Safe Job

(i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(i) Returning to Work after a Period of Parental Leave

(i) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (h) hereof, the employee will be entitled to return to the position they held immediately before such transfer.
 - (iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (j) Replacement Employees
 - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
 - (ii) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (k) Part-Time Work
 - (i) With the agreement of the employer:
 - (1) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
 - (2) A female employee may work part-time in one or more periods while the employee is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
 - (3) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
 - (4) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(ii) Return to Former Position

- (1) An employee who has had at least 12 months' continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to the employees former position.
- (2) Nothing in subparagraph (k)(ii)(1) hereof shall prevent the employer from permitting the employee to return to their former position after a second or subsequent period of part-time employment.

(iii) Effect of Part-Time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iv) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (k)(viii) hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(v) Transitional Arrangements - Annual Leave

- (1) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.
- (2) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in the award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

- (3) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(vi) Transitional Arrangements - Sick Leave

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vii) Part-Time Work Agreement

- (1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (A) that the employee may work part-time;
 - (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (C) upon the classification applying to the work to be performed; and
 - (D) upon the period of part-time employment.
- (2) The terms of this agreement may be varied by consent.
- (3) The terms of this agreement or any variation to it shall be reduced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (4) The terms of this agreement shall apply to the part-time employment.

(viii) Termination of Employment

- (1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award.

- (2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(ix) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (k)(v) hereof.

(x) Nature of Part-Time Work

The work to be performed part-time need not be the work performed by the employee in their former position but shall be work otherwise performed under this award.

(xi) Replacement Employees

- (1) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- (2) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (k)(v), (k)(vi), (k)(vii), (k)(ix) and (k)(xi) hereof apply to the part-time employment of replacement employee.
- (3) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (4) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (k)(xi)(5) hereof.
- (5) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

35.0 JURY SERVICE

- (a) An employee required to attend for jury service shall be entitled to have his/her pay made up by the employer to equal the ordinary pay as for eight hours (inclusive of accrued entitlements prescribed by Clause 25 – Hours of Work or Clause 28 – Shift Work of this award) per day plus fares whilst meeting this requirement. The employee shall give the employer proof of such attendance and the amount received in respect of such jury service.
- (b) An employee shall notify the employer as soon as practicable of the date upon which the employee is required to attend for jury service, and shall provide the employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

36.0 PUBLIC HOLIDAYS AND HOLIDAY WORK

- (a) An employee, other than a casual employee shall be entitled to the following holidays without deduction of ordinary pay:
 - (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-Hour Day or Labour Day, Christmas Day, Boxing Day, Show Day, Regatta Day in the south of the State (i.e., Oatlands and all towns south of Oatlands), and Recreation Day in the north of the State (i.e., all towns north of Oatlands).
 - (ii) **PROVIDED** that where, in any locality, a show day falls on a Saturday or Sunday, an employer whose premises are in that locality shall grant his or her employees another day as a paid holiday in lieu thereof.
- (b)
 - (i) Where Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - (ii) Where substitution occurs as in paragraph (b)(i), work on 25 December will attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate and the employee will also be entitled to the benefit of the substitute public holiday.
- (c) Where Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (d) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

- (e) Where in the State, or locality within the State, additional holidays which are to be generally observed are declared or prescribed by the authority of the State Government on days other than those set out in subclause (a) hereof, those days shall constitute additional holidays for the purpose of this award.
- (f) Where such additional holidays are to be observed in accordance with subclause (e) hereof, it is the locality of the employers premises nearest the employees home or point of engagement (or the location of the site where employees are engaged on distant work) which determines whether or not the additional holiday is to be observed.
- (g) An employer and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees covered by this award shall constitute agreement.
- (h) An agreement pursuant to subclause (g) hereof shall be recorded in writing and be available to every affected employee.
- (i) The unions which are party to this award shall be informed of an agreement pursuant to subclause (g) hereof, provided such agreement is made with a union member.
- (j) Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- (k) An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in subclauses (a), (b), (c), (d) and (e) hereof or each holiday in a group as prescribed in subclause (l) hereof which falls within 10 consecutive calendar days after the day of termination.
- (l) Where any two or more of the holidays prescribed in this award occur within a seven-day span, such holidays shall for the purpose of this award be a group of holidays. If the first day of the group of holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days.
- (m) Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
- (n) No employee shall be entitled to receive payment from more than one employer in respect of the same public holiday or group of holidays.

PART VI - OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES

37.0 AMENITIES

The parties agree that it is the responsibility of the Employer to ensure that amenities are provided.

In all instances, the following procedure shall be observed:

- A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc, shall be provided. Use of existing permanent buildings at the site is accepted subject to meeting minimum requirements as listed below.
- Where there is an issue relating to amenities, the immediate concern must be to rectify the issue. The Unions agree to a reasonable period to allow the employer alleged to have committed a breach, to comply with all requirements of this Clause. While steps are being taken to rectify the issue, the Unions agree that there shall be no bans or limitations restricting the employer's ability to rectify the issue.

Mess/Change Shed Facilities

Dimension/Construction Requirements and Construction of Sheds

- All sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.
- Mess/Shed/s fitted with fly screens are provided for exclusive use of Employees and not for the storage of the employer's equipment, tools and materials.
- Shed/s shall provide not less than 0.75 square metres of floor space per person employed at anyone time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.
- Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.
- Adequate facilities are to be provided for warmth and for drying clothes e.g. strip heaters.
- The employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.

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- Initial change facilities shall be provided and increased to the outlined amenities requirements based on usage/work type as agreed.

Contents

- In the changing facilities, separate clothes hanging facilities for each person employed are to be provided (coat hooks only to be used).
- In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.
- In the messing facilities, sufficient tables with fixed washable laminex or vinyl surface, and seating for the taking of meals, are to be provided.
- Food warming facilities and refrigerator to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.
- A sink/trough with hot and cold water.
- Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly. A washable vinyl floor surface in all facilities is to be provided.
- Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).
- All facilities are to be cleaned and disinfected on a regular basis.
- In the messing facilities air-conditioning (cooling) shall be supplied as appropriate.

Sanitary Facilities - Construction

- Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks and cement, or of approved materials which shall be impervious to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

If closets are of single unit construction (only to be used for the formwork process), not contained within a purpose built ablution block, privacy walls which shield the closet/s from outside view shall be installed. (Privacy walls are not required for purpose built ablution blocks e.g. ATCO huts).

- Where practicable, toilets to be connected to sewerage before commencement of the job.

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- Closet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.
- Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
- Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.
- Adequate washing facilities, suitable drained, and wash basins/troughs are to be supplied with hot and cold running water.
- Soap and paper towelling is to be supplied.

Closet/Urinal Requirements

Employees	Closets	Urinals
1-5	1	Nil
6-10	1	1
11-20	2	2
21-35	3	4
36-50	4	6
51-75	5	7
76-100	6	8

- For each additional 20 persons or part thereof up to 200 persons, one additional urinal and one additional closet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional closet is required. If a slab urinal is provided, each 600mm shall be regarded as one urinal.
- **Provided that** if the above standard is not maintained due to an action or event beyond the control of the employer, the Unions agree that the employer should be allowed reasonable time in which to rectify the problem. If the employer acts promptly to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.

38.0 COMPENSATION FOR CLOTHES AND TOOLS

- (a) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer or, in default of agreement, as may be fixed by the Commission.

- (b) An employee shall be reimbursed by the employer to a maximum of \$1283.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job, or workshop, or in a lock-up as provided in this award or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

PROVIDED that an employee transporting his/her own tools shall take all reasonable care to protect those tools and prevent theft or loss.

- (c) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with subclause 32(c) this award, the employer shall ensure that the employee's tools are securely stored during such absence.
- (d) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process.
- (e) **PROVIDED** that for the purpose of this clause:
 - (i) only tools used by the employee in the course of his/her employment shall be covered by this clause;
 - (ii) the employee shall, if requested to do so, furnish the employer with a list of tools so used;
 - (iii) same or comparable quality;
 - (iv) the employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

39.0 FIRST AID EQUIPMENT

- (a) The employer shall provide and maintain first aid equipment in conformity with the standards prescribed in the *Workplace Health and Safety Act 1995*.
- (b) **PROVIDED** that in the case where employees subject to this award are operating plant unaccompanied, at a distance of more than one kilometre from an established camp or depot or from the centre of operation of the gang to which they are attached, suitable first-aid kits shall be provided for the operator of each machine.

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40.0 INJURED WORKERS

When an employee is injured during his/her employment and requires medical attention, the employer shall make transport available or obtain the services of an ambulance to have the employee taken to a hospital or doctor.

41.0 PROTECTION OF EMPLOYEES

- (a) The employer shall comply with the provisions of the laws of the State concerning the installation and maintenance of guards for machinery.
- (b) Where electric arc operators are working, suitable screens shall be provided in order to protect employees from flash.
- (c) The employer shall provide gas masks for employees engaged upon work where gas is present.
- (d) An employee shall not raise or lower a swinging scaffold (other than a bosun's chair) alone and an employer shall not require an employee to raise or lower a swinging scaffold alone.
- (e) The employer shall make available for the use of carpenters and joiners, during working hours, a suitable grindstone or wheel together with the power (hand or mechanically driven) for turning it.
- (f) The loads, all classes of material and the type of wheelbarrow shall be agreed upon by the union. In default of agreement, the matter shall be referred to the Commission for determination.
- (g) All scaffolding shall be in accordance with the Commonwealth or State law applicable.
- (h) The employer shall observe the following procedures when employees are required to use toxic substances covered by this award. Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and supply an approved type of respirator and/or an approved type of hood with airline attached and in addition the employer shall supply protective clothing as approved by the Health Department; proper washing facilities together with towels, soap and a plentiful supply of hot water shall be available when required.

Where an employee is using materials of the types mentioned in this subclause and such work continues to his/her meal break, such employee shall be entitled to take washing time of 10 minutes immediately prior to his/her meal break. Where this work continues to the ceasing time of the day or is finalised at any time prior to the ceasing time of the day, washing time of 10 minutes shall be granted. The washing time break or breaks shall be counted as time worked.

- (i) In all underground works and excavations where it is considered that the safety or health of employees is likely to be affected, the employer shall, when required by the union, arrange for an inspection by the appropriate authority.
- (j) No employee shall be required to operate pneumatic rock drilling machines without adequate dust suppressing water flow.
- (k) Laser Equipment
 - (i) Application

This subclause shall apply when laser equipment is utilised for work within the scope of this award.
 - (ii) Definitions
 - (1) 'Laser' shall mean any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to 1 millimetre primarily by the process of controlled stimulated emission.
 - (2) 'Laser Safety Officer' - or 'LSO' is an employee who in addition to his ordinary work is qualified to perform duties associated with laser safety and is appointed as such.
 - (iii) Control

The provisions of Australian Standards AS 2211-1981 and AS 2397-1980, both as varied from time to time shall be observed where laser equipment is in use.

42.0 OCCUPATIONAL HEALTH AND SAFETY

The employers and employees will comply with the *Workplace Health & Safety Act, 1995* and shall work towards achieving and maintaining an accident free record for on-site work associated with this project. The safety and welfare of all on-site employees of all employers is of paramount importance. To achieve this all parties must comply with the Managing Contractor's Project Management Plan, as approved for the project by Workplace Standards Tasmania:

- (a) Each employee will be required to complete a safety induction course.
- (b) An employee Safety Representative will; be elected as per regulation 31 of the *Workplace Health and Safety Regulations 1998 (Tas)*.

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- (c) No employee shall work in an area deemed unsafe by the Safety Representative, however employees agree to work in other areas until such time as the area is deemed safe.
- (d) Each employee agrees to endorse and support a workplace culture, which fulfils the Occupational Health and Safety objectives of maintaining an accident free record.
- (e) Employees shall participate in Training Programs organised by the employer for the purpose of obtaining and increasing skills related to Occupational Health and Safety in the workplace.
- (f) The employer will consider appropriate recognition of employee's efforts in maintaining the highest standards of safety.

43.0 SPECIAL TOOLS AND PROTECTIVE CLOTHING

The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:

(a) Carpenters and Joiners

Dogs and cramps of all descriptions
Bars of all descriptions
Augers of all sizes
Star bits and bits not ordinarily used in a brace
Hammers (except claw hammers)
Glue pots and glue brushes
Dowell plates
Trammels
Hand and thumb screws
Spanners
Soldering irons

(b) All Employees

- (i) The employer shall provide all power tools and steel tapes over six metres.
- (ii) Gloves, and at the request of the employee, hand protective paste, shall be provided by the employer for employees engaged in handling hot bitumen, creosote, oiled formwork and in washing down brickwork.
- (iii) If in the course of his/her employment an employee is required to use muriatic acid he/she shall be provided with protective clothing.

(c) Plant Operators

The employer shall provide plant operators with all plant, tools and protective clothing when they are required for work to be performed by the employees.

(d) Powdered Lime Dust

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

- (1) overalls;
- (2) wide vision goggles;
- (3) respirator;
- (4) boots;
- (5) gloves.

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

(iii) Employees engaged in carrying out lime work shall be obliged to wear the protective clothing supplied by the employer pursuant to paragraph (i) hereof.

44.0 TOOLS AND LOCKERS

(a) Each carpenter shall provide him/herself with and maintain a lock-up tool box, a hammer, nail packet, pencil, comb square, hand drill and bits up to 6 mm (1/4"), brace and bits 6 mm (1/4") up to 25 mm (1"), brace lock bits, set of chisels 6 mm (1/4"), 9 mm (3/8"), 12 mm (1/2"), 18 mm (3/4"), 25 mm (1"), 37 mm (1 1/2"), plugging chisel, panel saw, hand saw, coping saw, keyhole saw - with extra nail cutting blade, chalk-line and chalk 30 m (100') line, level (about 750 mm (30")), jack and smooth planes, German jack, hatchet, rasp, three screwdrivers 250 mm (10"), 200 mm (8"), and 150 mm (6"), plumb bob, dividers, oilstone, punches, pinch bar, sand-paper cork, bevel, tin snips, pincers, single tooth marking gauge, hacksaw frame, cold chisels - one small, pad saw handle, files, one rule 900 mm (3'), line level, roofing square.

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- (b) Each joiner shall provide him/herself with and maintain a lock-up tool box, a hammer, rule, pencil, 300 mm (12") and 150 mm (6") squares, mitre set, hand drill and bits up to 6 mm (1/4"), brace and bits from 6 mm (1/4") to 25 mm (1"), set of chisels 6 mm (1/4") to 37 mm (1 1/2") with extra 6 mm (1/4") and 9 mm (3/8") mortise chisels, dovetail saw, tenon saw, panel saw and hand saw, coping or bowsaw, jack and smooth plane, rebate plane, rasps and files, papering cork, scraper, mallet, small level 600 mm (24"), 9 mm (3/8") gauge, dividers, routers, oilstones, punches gauges - single tooth-mortise, bevel screwdrivers 150 mm (6"), 200 mm (8"), 250 mm (10") spokeshave, pincers, scribe, bradawl.
- (c) The employer shall provide on each job, a secure weatherproof locker solely for the purpose of storing employees' tools.

45.0 WORKPLACE SAFETY & PROTECTIVE CLOTHING & EQUIPMENT

- (a) Hearing tests: Audiometric tests should be conducted within two months of a person commencing employment, and thereafter at intervals of two years.
- (b) Protective Clothing & Equipment: Employers shall be required to provide the following protective equipment (SAA approved) for use, when necessary, by employees during the performance of their required duties:
 - One Safety helmet;
 - One wide brim hat (to suit safety helmet)
 - One multipurpose respirator;
 - One pair of safety glasses;
 - One pair steel capped (nail proof if available) safety boots;
 - Ear/hearing protection;
 - One pair Gloves (as necessary);
 - Skin protective cream/sun screen (15+ rating)

In addition, one pair of UV-rated safety glasses or UV rated clip-ons suitable to overlay prescription spectacles, shall be made available for employees who are required to work on reflective surfaces such as:

- Metal decking;
- Large concrete slabs exposed to sunlight;
- Roofing;
- Curtain walling.

Wherever possible, protective clothing/equipment shall be Australian made.

46.0 DRUGS AND ALCOHOL

- (a) An employee who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- (b) The decision on an employee's ability to work in a safe manner will be made by the safety committee.
- (c) There will be no payment of lost time to a person unable to work in a safe manner.
- (d) If this happens three times the employee shall be given a written warning and made aware of the availability of treatment/counselling. If the employee refuses help they may be dismissed the next time they are dangerously affected.
- (e) For the purpose of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- (g) An employee having problems with alcohol and or other drugs:
 - (i) Will not be dismissed if he/she is willing to obtain assistance.
 - (ii) Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - (iii) Will be entitled to sick leave where applicable or leave without pay while attending treatment.

PART VII – TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

47.0 FARES AND TRAVEL PATTERNS ALLOWANCE

- (a) The daily fares and travel allowance shall be:

	FFPP after 01.01.2006	FFPP after 01.06.2006	FFPP after 01.06.2007
Travel Allowance	\$20.00 per day	\$21.00 per day	\$22.00 per day

This travel allowance shall be paid for days worked (including RDOs).

- (b) The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or personal leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work and for the rostered day off as prescribed in Clause 25 – Hours of

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Work and Clause 28 – Shift Work of this award. The allowances shall however be taken into account when calculating the annual leave loading.

(c) Apprentices

An apprentice's entitlement to allowance prescribed under subclause (a) hereof shall be in accordance with the following scale.

On the first year rate	75 percent of amount prescribed
On second year rate	85 percent of amount prescribed
On third year rate	90 percent of amount prescribed
On fourth year rate	95 percent of amount prescribed

The foregoing shall be calculated to the nearest five cents, two cents and less to be disregarded.

PART VIII – TRAINING AND RELATED MATTERS

48.0 APPRENTICES/TRAINEES

Employers will investigate ways of enhancing employment prospects for Apprentices/Trainees. In addition, where appropriate, employers will use their best endeavours to employ Apprentices/Trainees in order to ensure appropriate tradespersons levels for the future.

All employers on the project shall as a minimum adhere to government training policy.

49.0 APPRENTICES

- (a) Except as provided in this subclause, this award shall apply to the employment of any apprentice in any trade subject to the provisions of the *Tasmanian Vocational Education and Training Act 1994*, as amended.
- (b) Apprentice wages will be calculated as a proportion of the appropriate tradesman's total pay rate as prescribed herein according to the following:
 - (i) From the tradesman's total pay rate will be deducted:
 - Clause 17 – Industry Allowance as prescribed by the Award
 - Clause 19 – Tool Allowance as prescribed by the Award
 - (ii) The Apprentices Base Rate will then be calculated by applying the percentage rate listed below to the balance of the tradesman's total rate of pay prescribed by Clause 11(a) of the Award.

Carpenter,

Weekly Rate

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	%
1 st year	38
2 nd year	55
3 rd year	75
4 th year	90

- (iii) To the above amount will be added the full Industry Allowance and Tool Allowance prescribed by Award.
- (c) Except where inconsistent with the *Tasmanian Vocational Education and Training Act 1994* the general provisions of this award shall apply to apprentices employed on work subject to the scope of this award by respondent employers to the award.
- (d) An employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.
- (e) In the event of an apprentice being dismissed or leaving employment before the cost of the tool kit has been reimbursed the employer shall be entitled to:
 - deduct from any monies owing the apprentice the amount then owing or;
 - by agreement retain tools at the originally nominated value to the amount still owing.

PART IX - AWARD COMPLIANCE

50.0 POSTING OF AWARD

A copy of this award, with all variations thereto, shall be posted and kept posted by the employer in a prominent place on the employer's premises accessible to the employees.

51.0 TIME RECORDS

- (a) Each employer shall keep a record from which can be readily ascertained the following:
 - (i) The name of each employee and the employee's classification.
 - (ii) The hours worked each day.

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- (iii) The gross amount of wages and allowances paid.
 - (iv) The amount of each deduction made and the nature thereof.
 - (v) The net amount of wages and allowances paid.
 - (vi) The employer's Workers Compensation policy or other satisfactory proof of insurance such as a renewal certificate.
 - (vii) Any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE or PAYG Tax, whether under a Group Employer's Scheme or not.
 - (viii) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employers registration, the date of the last payment, and the period for which that payment applies.
 - (ix) The employer's and the employee's C+BUS or other Occupational Superannuation Schemes number and the contribution returns by the employer to C+BUS or other Occupational Superannuation Schemes on behalf of the employee, where such benefit applies.
- (b) All records and documentation referred to in subclause (a) hereof, or copies thereof, shall be available for inspection during the usual office hours at the employer's office or other convenient place.

DIVISION 3 – DISPUTE RESOLUTION

52.0 SETTLEMENT OF DISPUTES

- (a) In the event of any dispute or claim arising between an employer and an employee such dispute or matter shall be dealt with in the following manner:
- (i) In the first instance the dispute or claim shall be taken up with the foreperson or supervisor by the employee or employees concerned and the duly appointed representative of the employee.
 - (ii) For the purposes of this award 'duly appointed representative' shall mean the person appointed as a representative by the employee or employees employed at the site. Such representative shall be allowed the necessary time during working hours to interview the employee(s), the employer or nominated employer representative, and if the employee(s) so wish, a duly accredited Official of a Union to whom an employee may or may not be a member of, on the matters in dispute.

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- (iii) PROVIDED that the foregoing does not relieve the nominated employee representative of the obligation imposed by the employer.
- (iv) If the dispute or claim is not satisfactorily resolved in accordance with (a) hereof, then the employee(s) or the duly appointed representative shall approach the employer or the employer's representative for discussion and/or negotiation.
- (v) If the matter remains unresolved then the duly appointed representative may, if the employee so wishes, inform a State Secretary or a State official of a union, which is a party to this Award, of the nature of the matter in dispute or claimed and discussions shall take place as soon as possible between the nominated industrial officer or agent of the employer and the respective union. The employer shall afford to the duly appointed employee(s) representative(s) such available facilities as to assist in making early contact with a union in these circumstances.
- (vi) If settlement cannot be reached through the above procedures then either party may refer the matter to the Commission.
- (vii) Where the above procedures are being followed, work shall continue normally. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub clause. This sub clause shall not apply to any dispute involving a bona fide safety issue.
- (viii) If the dispute is not finalised within seven days of notification the parties shall be free to exercise their rights.
- (ix) PROVIDED however, that where a separate disputes settlement procedure has been agreed between the parties as part of an on-site agreement, and this has been endorsed by the Commission, that procedure shall prevail over the above.

OPERATIVE DATE

This award shall come into operation on and from 15 March 2006.

James P McAlpine
COMMISSIONER

20 March 2006