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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for award or variation of award

Metals and Engineering Workers' Union
(T.3323 of 1991)

Plumbers and Gasfitters Employees' Union
Tasmanian Branch
(T.3374 of 1991)

Operative Plasters and Plaster Workers' Federation of Australia
Tasmanian Branch
(T.Nos 3257 and 3255 of 1991)

Operative Painters and Decorators' Union of Australia
Tasmanian Branch
(T.Nos. 3376 and 3378 of 1991)

Federated Furnishing Trades Society of Australasia
Tasmanian Branch
(T.Nos. 3377 and 3379 of 1991)

Australian Building and Construction Employees' and
Builders Labourers Federation, Tasmanian Branch
(T.Nos. 3316 and 3317 of 1991)

Federated Engine Drivers' and Firemens Association
Tasmanian Branch
(T.Nos. 3299 and 3295 of 1991)

Amalgamated Society of Carpenters and Joiners of Australia
Tasmanian Branch
(T.Nos. 3318 and 3319 of 1991)

Building Workers' Industrial Union of Australia
(Tasmanian Branch
(T.Nos. 3258 and 3256 of 1991)

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PLUMBERS AVABD
BUILDING TRADES AWARD
BUILDING AND CONSTRUCTION INDUSTRY AWARD

COMMISSIONER R J WATLING 19 September 1991

Wage Rates - Work related allowances - State Wage Case August 1991 - 2.5% increase - granted

ORDER BY CONSENT:-

No. 1 of 1991
(Consolidated)

AMEND THE **BUILDING AND CONSTRUCTION INDUSTRY AWARD** BY DELETING ALL THE CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING

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1. TITLE

This award shall be known as the "Building and Construction Industry Award".

2. SCOPE

This award is established in respect of the Building Industry and shall include work performed in or in connection with:

(a) the excavation, erection, construction, repair, renovation, maintenance, demolition or pre-fabrication of buildings including concrete grain silos.

This award shall have no application to work covered by the scope of any other award of the Tasmanian Industrial Commission.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation as from the beginning of the first full pay period commencing on or after 6 September 1991.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No. 3 of 1990 (Consolidated) and No. 4 of 1990.

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

(a) all employers (whether members of a registered organisation or not) who are engaged in the industry specified in Clause 2 - Scope;

(b) all employees (whether members of a registered organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;

(c) the following organisations of employees in respect of whom award interest has been determined:

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(i) The Amalgamated Society of Carpenters and Joiners of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(ii) The Australian Building Construction Employees' and Builders Labourers' Federation, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(iii) The Building Workers' Industrial Union of Australia (Tasmanian Branch) and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(iv) The Federated Engine Drivers' and Firemen's Association of Australasia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(v) The Federated Furnishing Trade Society of Australasia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(vi) The Operative Painters and Decorators' Union of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(vii) The Operative Plasterers and Plaster Workers' Federation of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(d) the following organisations of employers in respect of whom award interest has been determined:

(i) The Master Builders' Association of Tasmania and the officers of that organisation and their members engaged in the industry specified in Clause 2 - Scope;

(ii) the Tasmanian Confederation of Industries.

7. DEFINITIONS

FOR EMPLOYEES IN DIVISION A (BUILDING INDUSTRY)

'The Act' means the Industrial Relations Act 1984, as it may be amended from time to time.

'Apprentice' means an employee engaged under the terms of the Vocational Education and Training Act 1994 Tasmania in the following trades: carpenter, carpenter and joiner, bricklayer, plasterer, painter and decorator, glazier, signwriting, stonemasonry, tiling (roof).

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'Articulated' Jointed, ie: a machine that has the chassis hinged in a manner to allow movement for turning.

'Assistant Powder Monkey' Builders Labourer means a person assisting under the direct on site supervision of a powder monkey (ie. the powder monkey must be present on the job to guide the work during its process) in placing and firing explosive charges excluding the operation of explosive power tools.

'Assistant Rigger' Builders Labourer means a person assisting under the direct on-site supervision of a rigger (ie. the rigger must be present on the job to guide the work during its process erecting or placing in position the members of any type of building other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such building for setting up cranes or hoists other than those attached to scaffolding and who has had less than 12 months' experience at rigging work.

'Attachments' those components which can be fitted to earth moving and construction machinery which will increase the field of application of the basic machinery.

'Ballast' Mass added to the machine to increase traction, ground pressure or stability, eg. loaders, rollers.

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

'Bridge and Wharf Carpentry' means the carrying out or responsibility for, with or without supervision, the marking out and the measurement of all timber including the jointing, connecting and final dressing to size of hewn, sawn, round or dressed timber, for the checking and seating of girders and corbels and other work involving final measurement, cutting accurately to size and fitting of timber, with or without plans, in or in connection with the erection, maintenance, alteration, renovation or demolition of:

(a) bridges, culverts, wharves, piers, jetties, dolphins and similar types of work of heavy engineering construction;

(b) timber and timber composite coal or metal storage bins and hoppers;

(c) timber work on gantries, towers, flying-fox towers, swimming baths, tank stands, dams and reservoirs on which an axe or adze is used in the preparation of fittings;

(d) coffer-dams apart from shipping;

(e) cattle stops and rabbit stops, ramps, buffer stops, water races, pits and heavy timber work in railway platforms, trucking yards and stockyards;

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(f) and generally all heavy construction work which necessitates the use of an axe or adze in the preparation and fitting of such carpentry work;

(g) all falsework and concrete formwork in connection with any of the abovementioned structures except concrete formwork of special design or finish which requires the special skill of a carpenter and joiner. In each case the employer shall determine which portion of the formwork (requires the special skill of a carpenter and joiner;

(h) bridge and wharf carpentry shall not include any work in connection with the construction or erection of buildings.

'Builders Labourer' means any person who performs the following work about any building and including assisting any bricklayer, plasterer, carpenter, plumber or any tradesman engaged in building operations or employed on any construction job or associated works in any job in wood, stone, brick, concrete, iron or steel, or combination of those or other materials incidental to building construction, repair, demolition, removal, reinstatement, refurbishment, maintenance, alteration, addition, erection, ornamentation or as a dogman, drainer, powder monkey, pile driver, jack hammerman, winch or hoist driver, tackle hand, concrete mixer driver, steel or bar bender, operator of motorised dump barrows, monorail skips, vibrators for packing concrete, concrete screeders, concrete mixers, concrete placing, concrete finisher, cleaning of buildings inside and out, unloading and placing of building materials in or about buildings and any labourer assisting a tradesman on building sites in placing pre-stressed and pre-cast concrete components or in placing curtain walling or in any labouring work in connection with the lift slab method of construction and including any labourer appointed or elected as safety representative on site, and any labourer on a building site assisting erection or dismantling steel formwork or supports thereto, any labourer excavating ground for foundations and basements of buildings or levelling ground on the site of and within the alignment of the actual building to be erected or doing concrete work, or mortar or concrete mixing in connection with or incidental to the foregoing operations and including all builders labourers employed as such in connection with all work of the Building Industry performed on the site thereof.

'Building Industry Work' as cited in Clause 2 - Scope and subclause (a) thereof, of this award means all work performed in association with or in connection with the marking out, site preparation, excavation, erection, construction, repair, renovation, maintenance, ornamentation, stability, shore, demolition, removal and/or relocation, reinstatement, refurbishment, alteration, addition, installation of fixtures, and prefabrication of a building or structure or partial building or structure including concrete grain silos and the making, preparing, assembling and fixing of any material necessitating the use of tradesmen’s tools or machines, including all work performed by the stonemasonry classifications and the prefabricating of a building in an open yard or an off site area and all work associated with the following:

(a) the making, preparing, assembling or fixing of woodwork or any substitute materials and fittings in connection therewith;

(b) the making, preparing, assembling and fixing of any material necessitating the use of tradesperson, tool or machines;

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(c) all work performed in connection with stonemasonry;

(d) the making, preparing, assembling and/or erection of a prefabricated building or a part of or section thereof;

(e) the building of vehicle park(s) within the alignment of a building, including vehicle and personnel access within the alignment of the building site;

(f) all work associated with the installation, repair and maintenance of services in a building including assisting a plumber or other tradesperson and in building drainage and/or building construction site beautifications;

(g) the installation of furniture and furnishings;

(h) debris removal, cleaning, receipt and dispatch of goods and materials and all work associated with the maintenance of a safe building construction site environs;

'Carpenter or Joiner' employed in weekly hire, maintenance and workshops means an employer engaged in mixed industry upon maintenance, building work or shop work as those terms are defined in this clause.

'Carpenter and/or Joiner' and/or machinist means an employee other than an apprentice using tools, or any machine driven by power in the carpentry or joinery trade, an employee 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;

(d) the erection of curtain walling and the fixing of external wall cladding; the erection of suspended ceilings except where wet plaster is used;

(e) the erection of metal windows or doors;

(f) the manufacture, installation, alteration and/or repair of shopfronts, showcases, exhibitors stands and interior fittings and fixtures in or on partitions including partitions involving wrap-around glazing and the erection of installation of partitions including the insertion of glass panels where the glass is 6.35 mm or less in thickness by beads or moulds or other dry glazing methods.

PROVIDED that:

(i) the drawing or shaping of metal is not required in respect of (f) hereof; and

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

'Carpenter Diver' means an employee engaged to do work under water, requiring the use of a recognised diving dress, which work, if done on the surface, would be work of a bridge and wharf carpenter as provided in and by this award and such other work, if not done on the surface, as is ordinarily done by carpenter/divers under water and is generally recognised to be their work in, for example, and for example only, the construction, repair, demolition or inspection of wharves and/or bridges, piers, jetties, dolphins, slipways, dams, reservoirs, coffer-dams, bulkheads, cylinders and caissons (provided that in the case of slipways, coffer-dams, bulkheads and caissons they are not in a recognised shipyard or dock), the inspection of or salvage work on ships, boats, barges, punts or pontoons and the removal of any obstructions or fouling on such vessels.

'Carvers' on building work (as defined) are those who carve any kind of stonework which does not come within the definition of stonemasonry appearing this clause, for the decoration of buildings or other stonework, from a model or freehand design.

'Casual Hand Builders Labourers' means an employee who is employed for a period of less than 5 days (exclusive of overtime) refer further to Clause 8 - Wage Rates - subclause 5. - Casual Hands - Labourers Only.

'Casual Hand/Equipment Operator' means an employee engaged by the hour who is or has been employed for a period of less than 5 days (exclusive of overtime) and who has not been summarily dismissed for misconduct or inefficiency or who has not by his own act terminated his employment.

PROVIDED that a person who is engaged on weekly hiring in any capacity other than a tradesman and who, without interruption in the continuity of his employment, is directed to do tradesman's work, shall not be deemed to be a casual hand within the meaning of this definition.

'Chassis Mounted' - Mounted on a vehicle but having an independent power unit.

'Commission' means the Tasmanian Industrial Commission.

'Concrete Finisher' Builders Labourer 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.

'Crane' - A specially designed structure equipped with mechanical means for moving a load by raising and/or lowering and transporting it while jib is in a state of motion or suspension.

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'Crane, Mobile' - A crane usually of the jib-type, mounted on a specially designed chassis to permit both load manipulation and travelling under its own power.

'Crane, Tower' - A cantilever or jib-type crane mounted on a tower to facilitate the handling of load to greater heights than would otherwise be possible.

'Crawler' - See 'Track Type'.

'Drainer' Builders Labourer means a person directly responsible to his employer for the correct and proper laying of sewerage and drainage pipes (this definition does not extend to work covered under the terms of the Plumbers and Gasfitters Registration Act 1951) as amended.

'Drawn' - Capable of being moved, usually on wheels, skids etc., in the working mode by being pulled by an independent prime mover.

'Dumper' - A self-propelled unit designed for the transportation of soil, sand, rock etc, off the highway.

'Employee' means a person engaged to perform work within the scope of this award.

'Employer' means a person engaging an employee (as defined).

'Excavators' - A self-propelled machine with an upper structure capable of 360 degrees rotation, which digs, elevates, swings and dumps material by action of a bucket fitted to the boom and arm, or telescoping boom, without moving the undercarriage during any one cycle of the machine.
'Explosive Powered Tools, Operators of Explosive Powered Tools' means an employee qualified in accordance with the laws and regulations of the State to operate explosive powered tools.

'Floor Layer' shall mean a person who lays floors in terrazzo or similar composition in which marble, slate, or similar stones are used in the making thereof, and shall include persons casting or laying down precast work, but shall not include persons assisting or labouring in the operation.

'Foreman' means an employee appointed as such by the employer or his representative to direct and/or supervise the work of other employees and/or is responsible for the requisition of materials, keeping times, setting out work and/or estimating.

'Forklift' - A self-propelled machine which raises, lowers and transports loads by power operated tines or other attachments.

'Foundation Shaftsman' means a builders labourer employed on the sinking of shafts which will exceed 6 metres in depth for foundations of buildings or upon consequential steel fixing, timbering and concreting therein.

'Glazier' shall mean an employee engaged in any manner whatsoever in glazing glass, cutting glass, processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars,

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leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections.

'Gradall' - A mobile machine fitted with a hydraulic and/or cable operated with a bucket attachment to the end of the boom by means of a pivot head. Used primarily for battering banks.

'GRADER'

Motor Grader: A self-propelled machine having an adjustable blade positioned between the front and rear axles to cut, move and spread material to grade requirements.

Drawn Grader: A drawn machine having an adjustable blade to cut, move and spread material, usually to grade and slope requirements.

'Leading Hand' means an employee who is given by the employer or his agent, the responsibility of directing and/or supervising the work of other person(s).

'Learner Rigger' is an employee classified or employed as an assistant rigger (as defined) shall, on the termination of his employment or of his work in that classification for an employer, be supplied by such employer with a written statement signed by the employer showing the duration of his service with that employer as an assistant rigger. Not more than one assistant rigger (as defined) shall be employed in any rigging gang (including leading hand and dogman) when the number of employees in the gang does not exceed 5.

'Letter Cutters' on building work (as defined) are those who mark out, cut or finish letters in any kind of stone or artificial or reconstituted stone.

'LOADERS'

Front-end and Overhead: A self-propelled machine, with an integral front mounted bucket supporting structure, and linkage that loads material into the bucket through forward motion of the machine, and lifts, transports, and discharges the material from either the front-end (in the case of a front-end loader) or by passing it overhead (in the case of an overhead loader).

Bucket Loader: A machine fitted with a gathering device.

Belt Force Loader: A self-propelled machine fitted with a feed endless elevating belt and gathering device.

Belt Loader: A stationary machine fitted with an endless elevator belt with a hopper device.

'Machinist' means an employee on building work (as defined) who operates a machine for the sawing, gritting, dressing, facing or polishing of all kinds of stone, composition or reconstituted stone, terrazzo or similar compositions.

'Maintenance Work' means small carpentry, repair and renovation work.

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'Marker or Setter Out' means an employee mainly employed marking and/or setting out work for other employees.

'Mobile' capable of being towed or driven.

'Painter' shall mean a painter engaged in any manner whatsoever in the painting and/or decorating of, or in connection with, all buildings and structures, plant, machinery and equipment, fences and posts (commercial, residential, industrial or otherwise).

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

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

'Painter's work' shall mean -

(a) the mixing and/or application and/or fixing to any surface by any recognised or adopted method of paint, industrial plasticisers, epoxy or other tarlike enamels or like matter and/or substitutes or mixtures or compositions or compounds or texture or plastic coatings and finishes or preservative and/or protective coatings or other decorative putty mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, liquid, vinyl, epoxies, esters, urethenes, and/or any similar new products, acrylics, enamels, stains, wallpapers, wall fabrics, wall hangings or coverings, preservative, decorative, protective, reflective, insulative, indicative coatings, and/or other materials used on any surface, including priming and undercoats with a brush, spray applicator, roller or other tool or adopted tool, and shall include the work of painting lines and arrows and installation and repainting thereof including lines of metal, plastic or composition materials used instead of paint, and/or including the application of reflective glass beads;

(b) the removing by any recognised or adopted method of paint or like matter or substitutes or mixtures or compositions or compounds or texture or plastic coatings and/or finishes or decorative coatings and/or finishes or putty, stopping, compositions or compounds, oils, varnishes, water colours, lacquers, acrylics, enamels, stains, wallpapers, wall hangings or coverings, coatings or other materials used on any surface by heat flame, water, acidous liquids, solvents, electricals, mechanical air powered or hand tools or by grit, shot or other abrasive or any other means including all priming and all undercoats. Coating shall not be read and construed to include the work of applying or fixing of coating consisting of plaster

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and/or lime and/or cement and/or aggregate when such substances are mixed or blended with water and are customarily the work of the plasterer;

(c) the preparation of surfaces and materials in readiness for the application of the materials mentioned in paragraph (a) hereof.

'Painter's and Decorator's work' shall mean the preparation of surfaces and materials in readiness for the application of the following processes: vinyl hanging and paper hanging, applying and/or fixing wall hangings or covering, decorating, kalsomining, distempering plastic relief and texture work, graining, marbling, gilding, enamelling, colour blending, staining, sealing and the application of epoxy resinous type finishes and/or their successors on any interior surface and any of the work abovementioned in 'painters work' (as defined), but shall not include the fixing of non-flexible wall tiles or sheets to a surface if such is customarily the work of a plasterer.

'Penalty rates'

'Ordinary time' means rates as calculated in accordance with Clause 8 - Wage Rages.

'Time and a half' means ordinary time plus 50%.

'Double time' means ordinary time plus 100%.

'Double time and a half' means ordinary time plus 150%.

'Plasterer' means an employee employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing finishing and/or patching concrete work, rendering with all forms of plaster including applying and finishing acoustic, insulating or fire-proofing materials bonded with plaster, plastic, cementious or similar substances, water proofing work in cement bitumen, plaster or patent material, granolithic floor laying (ie. floors laid with material or aggregate consisting of marble chips, blue stone toppings, crushed slag or similar material) press cement work, cement floors (including magnesite and/or composition floors) marble mosaic paving, terrazzo and similar work, texture or pebble finish work formed in cement, plaster, asbestos, vermiculite, pearlite or other expanded aggregate or patent materials, sewer and/or tunnel plastering including the rendering of manholes, pits, sumps, tanks and filter beds, lathing for plastering work scagliola and similar work, plaster, fibrous plaster, plaster glass casting and fixing, ceiling fixing, plaster board fixing and plaster board cornice manufacture and fixing, opalite (not exceeding 930 square centimetres), plastic or similar materials, and in rendering of house connection work such as taps, connections, basins etc., and the jointing of pipes of concrete or cement composition used in sewer work (except where such work is done by a licensed drainer approved by the local authority to do such work) whether all of the foregoing is done by manual or mechanical means together with any of the work defined for the following specialist categories:

(a) A **'plasterer'** shall mean any employee engaged at plastering work, and who is employed by manual or mechanical means, at any of the classes of work referred to in this definition or in any manner whatsoever in connection with the plastering trade in sewerage work (except in air-locks), such as rendering or cementing of all

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manholes, pits, sumps, tanks, filter beds etc., also rendering of all work in house connection work relating to the plastering trade such as traps, grease and washtraps, basins, etc., also the jointing of all pipes composed of concrete or cement composition as used in sewer work (except where such work is done by a licensed drainer or a drainer approved by the local authority to do such work), dressing and patching up all defects of concrete work which is not of concrete finish, washtubs and garage floors.

(b) A **'fibrous-plaster caster'** shall mean an employee who is engaged in the casting of fibrous plaster sheets, cornices, tiles, panels, moulders, etc.

'Caster' is an employee employed in any or all of the following duties:

the cleaning and greasing of benches and moulds, the gauging of plaster, plastic or cement, the bedding of fibre and all reinforcements, ruling and trowelling of casts, used for the purpose of making and/or casting fibrous plaster, plaster glass, plastic or pressed cement work.

'Fixer' means an employee employed on the work of - fixing or finishing of fibrous plaster, plaster glass or similar material, gypsum plaster board, and other composite boards when flush joined, or plaster products and includes the spraying by manual or mechanical means of lightweight aggregates when used for decorative and fire prevention purposes. Fixing of acoustic tiles, in-fill panels and cornices of an earth base including all necessary suspensions and fixings.

'Floorlayer Specialist' is an employee employed on the work of the top dressing on concrete work, whether finished in cement, terrazzo, marble, granolithic, bitumen, magnesite and similar substances by manual or mechanical means and all such concrete work incidental to the preparation and laying of such floors, steps or risers.

'Shophand' is an employee who performs any or all of the following duties: The interpretation of plans and detailing of any work from them in the preparation of work for the modeller, the making of all plaster or cement-piece moulds, wax moulds, fibreglass mounts, or moulds of any description used for the purpose of making and/or casting fibrous plaster, plaster glass, plaster, plastic, fibreglass, or pressed cement work.

'Assistant' means an employee engaged assisting or labouring and who is otherwise not classified above.

'Portable' - Intended to be carried intact.

'Rigid'- A fixed chassis not capable of movement within the frame, eg: track dozers and loaders.

'Roller/Compactors' - Mobile machinery designed to consolidate material over which it travels.

'Roof Fixer' shall mean an employee in the trade or calling of tiling roofs or fixing roofing sheets of asbestos, fibro, fibrolite or cement mixtures and accessories, malthoid, sisalkraft, pabcotile, or bituminous roofing materials and all accessories made of the

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same materials and which, without limiting the meaning of the above shall include: terracotta, glazed or semi-glazed roofing tiles, cement tiles, slates, fibro slates, tiles, asbestos, fibro, fibrolite, fibrous mixtures, cement and any mixtures that may replace or be used in conjunction with the foregoing or any materials incidental thereto or in place thereof, and work incidental to the above work including battening for tiles, tying, nailing or carrying tiles, etc. and the laying and/or pointing of ridges and barges.

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

(a) to support workmen or materials; or

(b) to support formwork; or

(c) as a temporary support for members or parts of a building;

where such structure of framework is composed of standards and/or ledges and/or padlocks or any combination of these components normally used in scaffolding work.

Nothing in this definition shall extend to any scaffolding used or intended to be used to support workmen or materials which is not intended to be erected to a height over 3 metres.

Nothing in this definition shall extend to:

(a) any work relating to formwork which work consists solely of the tying together of occasional pieces of scaffolding tube to acrow or similar type props; or

(b) any work which consists of a structure or framework composed solely of timber.

'Scrapers' - A self-propelled machine, having a cutting edge or other type of loading mechanism positioned between the front and rear axles, which loads, transports and discharges and spreads material through forward motion of the machine.

'Self-propelled' - Capable of moving under its own power.

'Sheepsfoot' - Rows of individual feet attached to the periphery of the drum of a roller or compactor to increase ground pressure. (May also be known as tamping feet or padfoot).

'Shovels' - A self-propelled machine with an upper structure capable of 360 degree rotation which loads material by a forward motion of the bucket (outwards), which elevates, swings and dumps by action of a bucket fitted to a boom and arm without moving the under carriage during any on cycle of the machine.

'Signwriter' shall mean an employee who in addition to having a knowledge of painting, staining and varnishing, does any of the following work: signwriting, designing and/or lettering of price tickets and showcards, pictorial and scenic paintings, or productions of signs or posters by means of stencils, screens or like methods or any other work

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incidental thereto including cutout displays of all descriptions, pictorial scenic or lettering and without limiting the generality of the foregoing shall include:

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

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

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

(d) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;

(e) including cutting out or forming by recognised or adopted method of lettering, lines and/or work in connection therewith and incidental thereto, including advertising displays and bill posting and/or reflecterized bonded sheet sign lettering on backgrounds in connection therewith;

(f) screen process work, ie., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

'Special Class Tradesman' means a tradesman carpenter and/or joiner, bricklayer, plasterer or stonemason who is engaged on work of restoration, renovation, preservation or reconstruction of historical or 'National Trust' type buildings, the performance of which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work.

For the purpose of this definition complex and high quality trade skills and experience shall be deemed to be acquired by the tradesman:

(a) having had not less than 12 months on-the-job experience of such skilled work, and

(b) having, by satisfactory completion of a prescribed post trade course, or other approved course; or the achievement of knowledge and competency by other means, including the on-the-job experience in paragraph (a) above, as will enable the tradesman to perform such work unsupervised, where necessary, and practical to the required standard of workmanship.

For the purpose of this definition, the Certificate of Technology is deemed to be a prescribed post trade course.

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'Static' non-vibratory, ie: a roller compacting by dead weight only, without the additional means of extra force or thrust caused by shaking.

'Stationary' - Operates in a fixed position.

'Stonemason' means an employee on building work (as defined) engaged in the dressing, setting, fixing, coping, drilling or boxing up of any kind of stone, including terrazzo, composition or other reconstituted stone, by hand or machine, that has to be cut to a mould or template, or which has to be proven by a square or straight edge or set to a line or level, and includes a worker who fixed manufactured stone to the facade of a building or the building of stone veneer in random or ashlar. The restoration and colouration of decade stone, including the preparation and use of materials or liquids of any sort g necessary for such work.

The dressing and/or setting of all kinds of masonry shall be regarded as masons' work, but if no mason be immediately available, a competent tradesperson may set plain sills, steps, templates, windows or door heads.

'Stoneworker' means a worker who does all or any of the following classes of work, whether hammer dressed or sawn:

(a) foundation work;

(b) building random rubble uncoursed or building squared rubbled in courses or regular coursed rubble and dressing quoins or shoddies in connection with any such work.

But this definition shall not itself be taken to prejudice or affect the right of any other classes of tradesmen to do any class or kind of work they have hitherto been accustomed to do.

'Tandem drive' A pair of close-coupled driving axles.

'Tilelayer' shall in the State of Tasmania mean, without limiting the meaning of the word tilelayers, persons employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite, and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

'Towed' see 'Drawn'.

'Track type' Machine equipped with continuous self-laying track.

'TRACTORS'

Rubber Tyred/Pneumatic: A prime mover mounted on two or more wheels and normally used for pushing or pulling equipment and/or the operation of power operated attachment.

Track Type/Crawler: A prime mover mounted on a continuous self-tractor laying tracks and normally used for the pushing or pulling equipment and/or the operation of powered attachments.

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Trenchers: A self-propelled machine with the facility to dig trenches by continuous action of a bucket wheel or bucket chain.

Twin powered: Machinery fitted with dual power sources, eg. scrapers, excavators.

'Union' means the unions set out in Clause 6 - Parties and Persons Bound of this award.

'Vibratory' - To move to and from rapidly and continuously to cause a shaking movement generally by the means of out of balance weights. Motor driven, ie. drawn or self propelled roller capable of compacting by means of extra force or thrust caused by shaking.

'Winch' - A hand or power operated machine usually having a geared winding drum(s) with or without clutches and brakes, used for exerting a pull by means of a rope wound round the drum(s).

'Winder' - A type of power operated winch fitted with additional safety devices to make it suitable for hauling of persons and materials up vertical or inclined tracks.

INDEX TO MECHANICAL PLANT GROUPS

GROUP 1: Pneumatic tyred tractors not using power operated attachments 35 kw brake power and under.

GROUP 2: Pneumatic tyred tractors not using power operated attachments over 35 kw brake power and up to 70 kw brake power.

Crawler Tractors not using power operated attachments up to and including Class 3.

Pneumatic tyred tractors using power operated attachments up to 35 kw brake power.

Crawler tractor using power operated attachments up to and including Class 2.

Road roller, power vibrating under 4 tonnes road roller, powered under 8 tonnes.

Second driver - Navy and dragline - or dredge - tyre excavator.

Pile driving machine.

GROUP 3: Pneumatic tyred tractor not using power operated attachments over 70 and up to 110 kw brake power.

Pneumatic tyred tractor using power operated attachments over 35 kw and up to 70 kw brake power.

Crawler tractor not using power operated attachments Class 4 and 5.

Crawler tractor using power operated attachments Class 3 and 4.

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Road roller powered 8 tonnes and over road roller, powered, vibrating 4 tonnes and over.

Loader up to and including 0.75 cubic metre.

GROUP 4: Pneumatic tyred tractor not using power attachments over 110 kw brake power.

Pneumatic tyred tractor using power attachments over 70 kw and up to 110 kw brake power.

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 0.6 cubic metre up to and including 2.25 cubic metres.

Scraper, self powered under 10 cubic metres struck capacity.

GROUP 5: Pneumatic tyred tractor using power operated attachments in excess of 110 kw brake power.

Crawler tractor using power operated attachments Class 7 and 8.

Excavator above 0.5 cubic metre and up to and including 2.25 cubic metres.

Graders, power operated 35 to 70 kw brake power inclusive.

Loaders: Front end and overhead 4.5 cubic metres up to and including 4.5 cubic metres.

Scraper, self powered over 10 cubic metres up to and including 20 cubic metres struck capacity.

GROUP 6: Crawler tractor using power operated attachments Class 9.

Excavator, over 2.25 cubic metres.

Grader, power operated over 70 kw cubic metres capacity.

Scraper, self powered over 20 cubic metres struck capacity.

NOTE: Crawler tractors are classified in accordance with Australian Standard D4-1964 Classification of Crawler Tractor by weight as follows:

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Class Shipping weight - pounds

1 up to 3000
2 over 3000 up to 6000
3 over 6000 up to 10000
4 over 10000 up to 15000
5 over 15000 up to 25000
6 over 25000 up to 40000
7 over 40000 up to 60000
8 over 60000 up to 80000
9 over 80000.

8. WAGE RATES

1. FOR EMPLOYEES CLASSIFIED AS TRADESPERSONS AND LABOURERS

The weekly wage rate to be paid to employees covered by this clause shall be those prescribed herein calculated as an hourly rate in accordance with subclause 1(e) Hourly Rate Calculation - Follow the Job Loading of this clause.

(a) Weekly Wage Rate - Tradespersons and Labourers

The Weekly Wage Rate for the purpose of the abovementioned calculation for the respective classifications shall be the following:

Tradespersons Classification	Base Rate $	Supplementary Payment $	Weekly Rate $
Carpenter Diver	489.80	52.10	541.90
Carver	395.90	52.10	448.00
Special Class Tradesman	385.00	52.10	437.10
Letter Cutter	378.60	52.10	430.70
Marker or Setter Out	378.60	52.10	430.70
Signwriter	374.70	52.10	426.80
Artificial Stoneworkers, Bricklayers, Bridge and Wharf Carpenter, (Carpenter and/or Joiner), Caster, Fixer, Floorlayer Specialist, Floorsander, Glazier, Painter, Plasterer, Roof Fixer, Tilelayer	365.20	52.10	417.30
Plasterer's, Terrazzo or Stonemason's Assistant	335.10	52.10	387.20
Stonemason's Assistant (Factory)	320.60	52.10	372.70

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Labourers Classification

(1)	Rigger, Dogman	362.30	52.10	414.40
(2)	Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, Foundation Shaftsman (as defined), Steelfixer, including Tack Welder, Concrete Finisher (as defined)	346.70	52.10	398.80
(3)	Trades Labourers, Jack Hammerman, Mixer Driver (Concrete) Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator (except in Vic), Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater (as defined), Roof Layer (Malthoid or similar material), Dump Cart Operator, Concrete Formwork Stripper	335.10	52.10	387.20
(4)	Builders Labourers other than as specified in classifications (1) to (3) above.	306.60	52.10	358.70

NOTE:
For total weekly and hourly rate refer to subclause 1(f) - Hourly Rate Calculation Employees classified as Trades Persons and Labourers.

(b) Supplementary Payment

Employees shall be paid a supplementary payment of $52.10 per week to be added to the appropriate base rate prescribed in subclause 1(a) -Weekly Base Rate to compensate for the non-incidence of over award payments in the building industry.

(c) Industry Allowance

In addition to the rates prescribed in subclauses 1(a) Weekly Wage Rate - Tradespersons and Labourers, an employee shall be paid an allowance at the rate of $15.20 per week to compensate for the following disabilities associated with construction work (as defined):

(i) climatic conditions when working in the open on all types of work;

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(ii) the physical disadvantage of having to climb stairs or ladders;

(iii) the disability of dust blowing in the wind, brick dust, drippings from newly poured concrete;

(iv) sloppy and muddy conditions associated with initial stages of the erection of a building;

(v) the disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or a bosun's chair;

(vi) the lack of usual amenities associated with factory work eg., meal rooms, change rooms, lockers.

(d) Tool Allowance

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

Classification	Amount Per Week $
Artificial Stoneworker, Carpenter and/or Joiner, Carpenter Diver, Carver, Bridge and Wharf Carpenter, Floorsander, Letter Cutter	16.00
Caster, Fixer, Floorlayer Specialist Plasterer	13.20
Bricklayer	11.50
Roof Fixer	8.30
Signwriter, Painter, Glazier	4.00

(e) Special Allowance

Employees shall be paid an allowance of $7.70 per week to compensate for the following matters:

(i) excess travelling time incurred by employees in the building industry;

(ii) the removal of loadings from the various Building Industry awards consequent upon the introduction of 'paid rates' awards in the building industry.

(f) Hourly Rate Calculation - Follow the Job Loading

The calculation of the hourly rate shall take into account a factor of eight days in respect of the incidence of loss of wages for periods of unemployment between jobs.

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For this purpose the hourly rate, calculated to the nearest cent (less than half a cent to be disregarded) shall be calculated by multiplying the sum of the appropriate amounts prescribed in subclauses 1(a) - Weekly Base Rate, 1(b) - Supplementary Payment, 1(c) - Industry Allowance and 1(d) - Tool Allowance, if applicable, by 52 over 50.4 rounded to the nearest cent, adding to that subtotal the amount prescribed in subclause 1(e) - Special Allowance, and dividing the total by 38 (provided that in the case of a Carpenter Diver the division shall be 31), rounded to the nearest cent.

Formula to calculate Hourly Rate:
(8(1)(a) + 8(1)(b) + 8(1)(c) + 8(1)(d) x 52/50.4 + 8(1)(e) divided
by 38 + hourly rate
where
8(1)(a) = Base Rate
8(1)(b) = Supplementary Payment
8(1)(c) = Industry Allowance
8(1)(d) = Tool Allowance if applicable*
52/50.4 = Follow the Job Factor
8(1)(e) = Special Allowance
38 = 38 hours per week (note Carpenter Diver calculation divided by 31)

NOTE: In addition to the above amounts where fares and travel are applicable see Clause 16 - Fares and Travelling.

(g) Leading Hands

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

		Weekly Base Rate $	Amount Per Hour ¢
(i)	In charge of not more than 1 person	10.00	.27
(ii)	In charge of 2 and not more than 5 persons	22.30	.61
(iii)	In charge of 6 and not more than 10 persons	28.30	.77
(iv)	In charge of over 10 persons	37.70	$1.02

(v) The hourly rate prescribed herein is calculated to the nearest cent (less than half a cent to be disregarded) by multiplying the weekly wage rate - subclause 1(a) of this clause by 52 over 50.4 and dividing the total by 38.

PROVIDED that in the case of a carpenter/diver, the division shall be 31, and the said amount shall apply for all purposes of this award.

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Base Rate x 52/50.4 divided by 38
divided by 31

(h) Foreman

In addition to the rates prescribed in subclause 1(a), a Foreman in charge of a complete project shall be paid $14.00 per day extra, provided that the payment prescribed in this paragraph shall not be taken into account for the purpose of calculating hourly rates prescribed herein.

2. CONDITIONS FOR CARPENTER DIVERS

If called upon to work as a diver in the period before the daily meal break he shall receive a minimum payment for three hours as a carpenter diver.

If called upon to dive after the midday meal break he shall be paid as a carpenter diver for the time during which he works as such or for three hours, whichever is the greater.

3. PIECE-WORK

Engagement on a piece-work basis may be entered into providing that:

(a) payment for such work shall be made at a rate which will enable the employee to earn not less than 33 1/3 per cent above the appropriate wage rate prescribed herein for ordinary hours of work and in addition thereto payment for all prescribed special rates, allowances and penalty rates; and

(b) employees engaged on piece-work shall be entitled to all of the conditions of employment prescribed in this award for employees on hourly rates.

(i) An employee who is employed in the classifications of joinery work (as defined), who is required to perform work 'on-site' on a construction project on any day or part thereof, shall be paid the rates and allowances that are applicable to that particular site work.

(ii) Where an employee has an entitlement under (i) above on three or more days in any pay week he shall be paid in accordance with (i) above for the whole of that pay week.

4. APPRENTICES

The employment of apprentices shall be in accordance with the requirements of the Industrial and Commercial Training Act 1985 and Regulations made thereto:

(a) Weekly Wage Rate

The ordinary rates of pay to be paid by employers to apprentices shall be calculated by applying the percentages shown hereunder to the aggregate of the appropriate Weekly Wage Rate contained in subclause 1(a) - Weekly Base Rate, 1(b) – Supplementary Payments, and 1(e) - Special Allowance and, in addition thereto

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apprentices shall receive the amounts prescribed in subclause 1(c) - Industry Allowance and 1(d) - Tool Allowance.

The following rates shall be calculated to the nearest 5 cents; 2 cents and less to be disregarded.

	Percentage Per Week %	Amount Per Week $
(i) Artificial Stoneworker, Glazier, Painter Plasterer, Bricklayer, Carpenter		
1st year	38	161.50
2nd year	55	233.75
3rd year	75	318.75
4th year	90	382.50

In addition, Industry Allowance 1(c) and Tool Allowance as per subclause 1(d) and fares and travel as per Clause 16 - Fares and Travelling.

(ii) Signwriter		
1st year	38	165.10
2nd year	55	239.00
3rd year	75	325.90
4th year	90	391.05

In addition, Industry Allowance 1(c) and Tool Allowance as per subclause 1(d) and fares and travel as per Clause 16 - Fares and Travelling.

(iii) Roof Tiler		
1st year	55	233.75
2nd year	75	318.75
3rd year	90	382.50

In addition, Industry Allowance 1(c) and Tool Allowance as per subclause 1(d) and fares and travel as per Clause 16 - Fares and Travelling.

(b) An employee who is under the age of 21 on the completion of his apprenticeship, or any junior, other than a probationer or an apprentice, who uses the tools in performing work usually carried out by a tradesman shall be paid not less than the appropriate wage prescribed for a tradesman.

(c) An employer who provides an apprentice with a kit of tools may withhold from the wages of the apprentice the tool allowance until such time as the employer is reimbursed the cost of the tools. In the event of an apprentice being dismissed or leaving the employment before the cost of tools has been reimbursed, the employer

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shall be entitled to deduct from any moneys owing the apprentice the amount then owing to or retain such of the tools as will equal the value then owing.

Tools so provided shall be kept at the employer's establishment during the usual hours of work.

(d) Should an apprentice at the time of being apprenticed produce a Schools Certificate (Full Award) with passes in Mathematics, English and Science, he shall be entitled to 51 cents extra per week in addition to the wages and allowances prescribed in this subclause.

(e) The provisions of Clauses 7 - Definitions (for employees in Division A - Building Industry), 10 - Annual Leave, 13 - Compensation for Clothes and Tools, 15 - Easter Saturday, 16 - Fares and Travelling, 19 - Hours, 24 - Living Away From Home - Distant Work, 26 - Meal Allowance, 28 - Multi-Storey Allowance, 29 - Overtime and Special Time, 36 - Public Holidays and Holiday Work, 37 - Rest Periods and Crib Time, 41 - Shift Work, 42 - Sick Leave, 43 - Special Rates, and 48 - Weekend Work of this award, shall be applicable to and in respect of the employment of apprenticed junior employees to the extent that they are consistent with the provisions of any articles of indenture in accordance with the terms of the contract of employment.

5. CASUAL HANDS - LABOURERS ONLY

In addition to the rate appropriate for the type of work, a casual hand shall be paid an additional 33 1/3 per cent of the rate per hour with a minimum payment as for 3 hours' employment. The penalty rate herein prescribed shall be deemed to include, inter alia, compensation for annual leave.

6. FOR EMPLOYEES CLASSIFIED AS EQUIPMENT OPERATORS

The rates of pay payable to employees who work on the undermentioned mechanical equipment classification shall be that prescribed herein calculated at an hourly rate in accordance with paragraph (h) - Hourly Rate Calculation of this subclause.

(a) The weekly base rate for the purpose of the abovementioned calculation for the respective classifications shall be in accordance with the following table:

Classification	Base Rate $	Supplementary Payment $	Weekly Wage Rate $
OPERATOR GRADE 1	350.30	52.10	402.40
Mechanical Plant Operator Group 1 & 2 Winch Driver Forklift Driver Lifting capacity to 5000 kg			

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OPERATOR GRADE 2	356.10	52.10	408.20
Forklift Driver - Lifting capacity over 5000 kg Mobile Hydraulic Platform Operator			
OPERATOR GRADE 3	370.30	52.10	422.40
Mechanical Plant Operator Group 3 & 4 Mobile Crane Driver up to 15 tonnes			
OPERATOR GRADE 4	385.30	52.10	437.40
Mobile Crane Driver 15 - 100 tonnes			
CAPACITY ADJUSTMENT FORMULA			
Mobile Cranes - for each additional 40 tonnes over a maximum lifting capacity of 100 tonnes an amount of $13.40 shall be added to the base rate for Operator Grade 3 & 4			
Mechanical Plant Operator Group 5 & 6			
OPERATOR GRADE 5	430.50	52.10	482.60
Tower Crane Driver			

(b) SUPPLEMENTARY PAYMENT - Employees shall be paid a supplementary payment of $52.10 per week to be added to the appropriate weekly base rate prescribed in paragraph (a) of this subclause for the purpose of the abovementioned classification.

(c) SPECIAL ALLOWANCE - Employees shall be paid in addition to the rates prescribed in subclause 1(b) of this clause a special allowance of $7.70 to compensate for excess travelling time incurred by employees in the building and construction industry.

(d) IN CHARGE OF PLANT ALLOWANCE - 'In charge of plant' an employee who is in charge of plant, which shall mean:

(i) when two or more employees are employed at the plant at one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or

(ii) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees; or

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(iii) when he is the only person of his class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when he merely assists a fitter or engineer to do such work; or

(iv) where shifts are worked the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when he merely assists a fitter or engineer to do such work, shall be paid an allowance of $20.40 per week.

(e) LEADING HANDS - A person specifically appointed to be Leading Hand (as defined) shall be paid in addition to the rates prescribed in subclause 1(b) of this clause, at the rate of the highest classification supervised, or his own rate, whichever is the highest in accordance with the number of persons in his charge.

		Amount per Hour
(i)	In charge of not more than 1 person	$0.28
(ii)	In charge of 2 and not more than 5 persons	$0.61
(iii)	In charge of 6 and not more than 10 persons	$0.77
(iv)	In charge of over 10 persons	$1.02

(f) INDUSTRY ALLOWANCE - An employee shall be paid in addition to the rates prescribed in subclause 6(b) of this clause, an allowance at the rate of $15.60 per week to compensate for the following disabilities associated with construction work.

(i) Climatic conditions when working in the open on all types of work.

(ii) The physical disadvantages of having to climb stairs or ladders.

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

(iv) Sloppy and muddy conditions associated with the initial stages of the erection of a building.

(v) The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold, or bosun's chair.

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

(g) HOURLY RATE CALCULATION - The calculation of the hour rate shall be calculated by adding the amounts prescribed by paragraphs (b), (c), (d), (e) and (g) of this subclause and dividing the total by 38.

(h) CASUAL HANDS - In addition to the rate appropriate for the type of work, a casual hand shall be paid an additional 20 per cent of the rate per hour with a minimum payment for 3 hours' employment. The penalty rate herein prescribed shall be

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made in lieu of Annual Leave, Public Holidays and Sick Leave prescribed for other employees in this award.

CONDITIONS FOR EMPLOYEES

9. AMENITIES

The employer shall provide reasonably accessible boiling water at meal times and rest periods and cool, clean drinking water shall be provided at all times in a reasonably accessible place.

PROVIDED that this award shall not apply in respect of any other areas of amenities subject to State Regulations.

10. ANNUAL LEAVE

(a) Period of Leave

Subject to the provisions of subclauses (c) and (e) of this clause, 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 12 months' continuous service (less the period of annual leave) with an employer.

PROVIDED that in respect of employees who are classified as Equipment Operators, that where a rostered day off as prescribed in Clause 19 - Hours, or Clause 41 - Shift Work, during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payment as prescribed in subclause (g)(iii) of this clause.

(b) Method of Taking Leave

(i) Either 28 consecutive days, or two separate periods of not less than 7 consecutive days in all cases exclusive of any public holidays occurring therein, shall be given and taken within 6 months from the date when the right to annual leave accrued.

(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 parties the matter shall be referred to the Tasmanian Industrial Commission.

(iii) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provisions of subclause (b)(ii) of this clause 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.

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(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 the 31st day in July in each year in order to fix the commencing and finishing dates for the following Christmas-New Year period of leave. Where no agreement can be reached between the representatives the matter shall be referred to the Tasmanian Industrial Commission for determination.

(c) Leave Allowed before Due Date

(i) An employer may allow an employee to take his 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 the 12 months in respect of which the leave so allowed was taken.

(ii) Where an employer has allowed an employee to take his annual leave pursuant to subclause (a) of this clause 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 on 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 40 hours of continuous service with his current employer.

(d) Proportionate Leave on Termination

Where an employee has given 5 working days or more continuous service, inclusive of any day off as prescribed by Clause 19 - Hours, or Clause 41 - Shift Work, subclause (d) (excluding overtime), and he either leaves his employment or his employment is terminated by the employer he shall be paid one-twelfth of an ordinary week's wages in respect of each completed 5 working days of continuous service with his current employer for which leave has not been granted or paid for in accordance with this award.

(e) Broken Service

Where an employee breaks his continuity of service by an absence from work for any reason other than a reason set out in subclause (f) of this clause, the amount of leave to which he would have been entitled under subclause (f) of this clause 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 he would have been entitled under subclause (d) of this clause shall be reduced by one-

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twelfth of a week's pay for each week or part thereof during which any such absence occurs.

PROVIDED, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of his intention so to do within 14 days of the termination of the absence.

(f) Calculation of Continuous Service

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

(i) illness or accident up to a maximum of 4 weeks after the expiration of paid sick leave;

(ii) bereavement leave;

(iii) jury service;

(iv) injury received during the course of employment and up to a maximum of 26 weeks for which he received workers' compensation;

(v) where called up for military service for up to 3 months in any qualifying period;

(vi) long service leave;

(vii) any reason satisfactory to the employer or in the event of dispute to the Tasmanian Industrial Commission.

PROVIDED that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when he was due to attend for work or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

(g) Leave Payment

(i) Payment for Period of Leave

Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him during the currency of the leave.

(ii) Annual Leave Loading

In addition to the payment prescribed in paragraph (i) of this subclause an employee shall receive during a period of annual leave a loading of 17 1/2 per cent calculated on the rates, loadings, and allowances prescribed by Clause 8 - Wage Rates. The loading prescribed above shall also apply to proportionate leave on lawful termination.

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(iii) Employees classified as Equipment Operators in addition to the payment prescribed in paragraph (i) of this subclause an employee shall receive during a period of annual leave a loading of 17 1/2 per cent, calculated on the wage rates, loading and allowances prescribed in Clause 8 - Wage Rates - subclause 6 For Employees Classified as Equipment Operators - paragraph (i) and 43 - Special Rates - subclause (hh) and the Leading Hand Rate as prescribed by Clause 8 - Wage Rates - subclause 6 For Employees Classified as Equipment Operator - paragraph (g) if applicable. 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

Notwithstanding anything contained in this award an employer giving any leave in conjunction with the Christmas/New Year holidays may, at his option, either:

(i) stand off without pay during the period of leave any employee who has not yet qualified under subclause (a) of this clause; or

(ii) stand off for the period of leave any employee who has not qualified under subclause (d) of this clause and pay him (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 40 hours continuous service (excluding overtime);

(iii) **PROVIDED** that where an employer at his option decides to close down his 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 his employees then qualified for such leave, he shall give at least 2 months' notice to the employees of his intention so to do.

(j) Commencement of Leave - Distant Jobs

If an employee is still engaged on a distant job when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as his headquarters by the first reasonable means of transport, his annual leave shall commence on the first full working day following his return to such place of engagement or headquarters as the case may be.

(k) Prohibition of Alternative Arrangements

An employer shall not make payment to an employee in lieu of his annual leave or any part thereof except as is provided for in this clause and no contract

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arrangement or agreement shall annul, vary or vitiate the provisions of this clause whether entered into before or after the commencement of this award.

11. BEREAVEMENT LEAVE

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words 'wife' and 'husband' shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

PROVIDED that with the consent of the employer, which consent shall not be reasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to 10 working days in respect of the death of a relation to whom this clause applies, and that any dispute as to the granting of unpaid bereavement leave may be referred to the Tasmanian Industrial Commission.

PROVIDED ALWAYS this clause shall have no operation while the period of entitlement to leave under it coincides with no other period of leave entitlement to leave. For the purpose of this clause the words 'wife' and 'husband' shall include the person who lives with the employee as a de facto wife or husband.

12. COMMITMENTS

(a) No Extra Claims

PROVIDED that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the State Wage Case of 13 August 1991) that the union(s) undertake(s), until 30 November 1991 not to pursue any extra claims, award or overaward, except where consistent with those principles.

(b) Structural Efficiency Exercise

(i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the

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classification structure of this award provided that such duties are not designed to promote de-skilling.

This provision does not deny such employees any award entitlement which might be applicable for performing work of a higher classification; nor should the provision enable the employer to pay an employee at rate lower than the employee's substantive classification for performing work of a lower classification.

Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(ii) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the Building and Construction Industry and to enhance the career opportunities and job security of employees in the industry.

(iii) The parties have established working parties for the testing and/or trialling of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives of paragraph (ii) herein.

(iv) Measures raised for consideration consistent with paragraph (iii) herein shall be related to implementation of a new classification structure.

(v) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be notified to the relevant working party and by agreement of the parties to this award involved shall be implemented subject to the following requirements:

(1) the working party will consider the implications of the proposed measures for existing on-site arrangements;

(2) the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;

(3) no employee shall lose income as a result of the change;

(4) any agreement which affects a provision of this award shall be subject to approval by the Tasmanian Industrial Commission.

(vi) Award restructuring shall be given its wider meaning, and award restructure should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.

(vii) The parties of this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater

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commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(1) develop a more highly skilled workforce;

(2) providing employees with career opportunities through appropriate training to acquire additional skills; and

(3) removing barriers to the utilisation of skills acquired.

(viii) Any disputes arising in relation to the implementation of this clause shall be subject to the provisions of Clause 40 - Settlement of Disputes.

(c) Award Modernisation

(i) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

(ii) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in testing a new classification structure.

(1) Acceptance in principle that a new award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.

(2) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.

(3) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputations.

(iii) The parties agree that the working party will continue to meet the aim of modernising the award.

13. COMPENSATION FOR CLOTHES AND TOOLS

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 him as may be agreed upon between him and his employer or, in default of agreement, as may be fixed by the Tasmanian Industrial Commission.

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(a) An employee shall be reimbursed by his employer to a maximum of $931.00 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 own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(b) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with Clause 42 - Sick Leave, of this award, the employer shall ensure that the employee's tools are securely stored during his absence.

(c) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process.

(d) **PROVIDED** that for the purpose of this clause:

(i) only tools used by the employee in the course of his 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) reimbursement shall be at the current replacement value of new tools of the 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.

14. CONTRACT OF EMPLOYMENT

(a) Termination of Employment - Trades Persons and Labourers

(i) One day's notice of the termination of the employment engagement shall be given on either side or one day's pay shall be paid or forfeited in lieu thereof.

(ii) For the purpose of this subclause, notice given at or before the usual starting time of any ordinary working day shall be deemed to expire at the completion of that day's work.

(iii) A tradesman shall be allowed the one hour prior to termination to gather, clean, sharpen, pack and transport his tools.

(iv) **PROVIDED** that nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

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(v) This clause shall be read in conjunction with Clause 10 - Annual Leave, subclause (c), and subclause (g) paragraph (ii) of this award, and Clause 30 - Payment of Wages, subclause (f), of this award.

(b) Equipment Operator

(i) Except as to casual labour, employment shall be by the week. An employee to become entitled to payment on a weekly basis shall, except as provided by Clause 19 - Hours, of this award, perform such work as the management shall from time to time require on the days and during the hours usually worked by the class of employees affected.

(ii) Employment for the first two weeks of service shall be from day to day at the weekly rate fixed.

PROVIDED that any employee who has once served a probationary period of two weeks with any employer shall not be subject to be employed for a second probationary period with the same employer except when his re-engagement takes place at least one month after the termination of his employment.

PROVIDED ALWAYS that an employee shall be paid for any holiday or holidays which occur during any one period he is employed on probation pursuant to this clause.

(c) Casual Labour - Equipment Operator

(i) A casual employee is one engaged and paid as such.

PROVIDED that a casual employee is an employee competent to do the work he is required to do who is dismissed or refused work without any fault on the part of the employee before the expiration of the two weeks from the first day employed.

PROVIDED ALWAYS that employment beyond the expiration of two weeks shall be deemed to be weekly employment.

PROVIDED FURTHER that any employee who has been engaged and paid as a casual and has had his/her employment terminated through no fault of the employee, by any employer shall not be subject to be employed as a casual employee by the same employer, except when such re-engagement takes place at least one month after the termination of that casual employment.

(ii) A casual employee for working ordinary time shall be paid one thirty eighth of the weekly award wage and the industry allowance prescribed herein for each hour worked, plus a loading of 20 percent. The 20 percent loading prescribed herein is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment.

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(iii) A casual employee shall be paid for a minimum of three hours work.

(d) Termination of Employment - Equipment Operator

(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) Subject to the termination provisions of Clause 24 - Living Away From Home - Distant Work, of this award, notice given at or before the usual starting time of any ordinary working day shall be deemed to expire at the completion of that day's work.

(iii) The employer shall provide to the employee a written statement specifying the period of his/her employment and the classification of or type of work performed by the employee.

(iv) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

(v) (1) Termination of employment by an employer shall not be harsh, unjust or unreasonable.

(2) For the purposes of this clause, termination of employment shall include termination with or without notice.

(3) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

(4) **PROVIDED** that any dispute or claim arising out of subparagraphs (1), (2) and (3) hereof shall be dealt with in accordance with the dispute settlement procedures contained within this award.

(e) Stand Down - Equipment Operator

PROVIDED that this shall not affect the right of an employer to deduct payment for any day the employee cannot be usefully employed because of any strike by the claimant organisation of employees or any other union or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

PROVIDED ALWAYS that where an employer orders employees not to work on any day because of the state of the weather, such orders shall not deprive the employees of their claim for payment under their weekly engagements, but if such employees cease work in any day because of the state of the weather without being ordered to do so they shall not be entitled to payment for time being so lost.

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(f) Equipment Monitoring

Employees may be required to monitor and document the condition of equipment that they are operating.

(g) Trainee Equipment Operators

(i) Subject to the provisions of subclauses (ii), (iii), (iv), (v), (vi) and (vii) of this clause, employees undertaking a plant operator's traineeship under the Australian Traineeship System shall be paid at the rate of 75 percent of the appropriate adult award rate of pay for the classification for which the worker is being trained.

(ii) For the purpose of this clause, traineeships shall consist of 75 per cent of the training year on-the-job and the remaining 25 per cent in off-the-job training.

(iii) Traineeships may be made available to persons undergoing an appropriate course conducted by a Technical and Further Education institution or other training institution as approved by the Training Authority of Tasmania.

(iv) Employer-sponsored courses may be approved provided that adequate resources and proper training facilities are provided.

(v) A list of persons to undertake traineeships shall be sent to the Tasmanian Branch of the Federated Engine Drivers' and Firemen's Association of Australasia prior to commencement of the course.

(vi) Courses, where possible, should provide experience on a range of plant.

(vii) Disputes arising over alleged exploitation of the traineeship system shall be dealt with under Clause 40 - Settlement of Disputes, of this award.

(viii) Other guidelines will be mutually agreed between the parties.

15. EASTER SATURDAY

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

(b) An employee required to work on the Saturday following Good Friday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate.

16. FARES AND TRAVELLING

Compensation for travel patterns, mobility requirements of employees and the nature of employment in building and construction work covered by this award.

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(a) Metropolitan Radial Areas

The following fares allowance shall be paid to employees employed under the terms and conditions of this award for travel patterns and costs peculiar to the industry which include mobility requirements of employees and the nature of employment on construction work.

(b) When employed on work located within a radius of 30 kilometres from the GPO Hobart or the principal post office Launceston $9.30 per day.

(c) Apprentices

An apprentice's entitlement to allowances prescribed under subclauses (a), (b) or (d) of this clause shall be in accordance with the following scale:

On first year rate	75 percent of $11.30 per day	= rounded to $7.00
On second year rate	85 percent of $11.30 per day	= rounded to $7.90
On third year rate	90 percent of $11.30 per day	= rounded to $8.40
On fourth year rate	95 percent of $11.30 per day	= rounded to $8.85

The foregoing amounts shall be calculated to the nearest 5 cents; 2 cents and less to be disregarded.

(d) Other Radial Areas

The allowance defined in subclause (b) of this clause, shall be paid for work performed by employees employed on a distant job as defined in Clause 24 - Living Away From Home - Distant Work of this award, when the work is carried out away from the place where, with the employer's approval, the employee is accommodated for the distant job 30 kilometres from the place of accommodation.

(e) Country Radial Areas

An employer whose business or branch or section thereof is established in any place (other than on a construction site) outside the areas mentioned in subclause (b) of this clause, for the purpose of engaging in construction work therefrom, shall in respect to employees engaged for work for that establishment, pay the allowance therein mentioned for work located within a radius of 30 kilometres - from the post office nearest the establishment.

Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated residence shall be the establishment that shall be taken into account and employees shall be entitled to the provisions of subclause (f) of this clause, when travelling to a job outside the radial area of the establishment nearest his residence.

(f) Travelling Outside Radial Areas

Where an employee travels daily from inside any radial area mentioned in subclauses (a), (b) or (d) of this clause, to a job outside that area, he shall be paid:

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(i) the allowance prescribed in subclauses (a), (b) or (d);

(ii) in respect of travel from the designated radius to the job and return to that radius:

(1) the time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly 'on-site' rates to the next quarter of an hour with a minimum payment of one half an hour per day for each journey;

(2) any expenses necessarily and reasonably incurred in such travel, which shall be 35 cents per kilometre where the employee uses his own vehicle.

(g) Residing Outside Radial Areas

An employee on such a job whose residence is outside the radial areas prescribed herein shall be entitled to the provisions of subclause (f)(ii)(1), but not subclause (f)(ii)(2) of this clause.

(h) Travelling Between Radial Areas

The provisions of subclause (f) of this clause, shall also apply to any employee who is required by the employer to travel daily from one of the areas mentioned in subclauses (a) and (d) of this clause, to any area or another area, mentioned in subclauses (a) or (d) of this clause.

(i) Provision of Transport

The allowances prescribed in this clause, except the additional payment prescribed in subclauses (f) and (h) of this clause, shall not be payable on any day which the employer provides or offers to provide transport free of charge from the employee's home to his place of work and return.

PROVIDED that any transport supplied with suitable seating accommodation and is covered when necessary so as to be weather proof.

(j) Work in Fabricating Yard

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

(k) Requirement to Transfer

As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

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(l) Transfers During Working Hours

An employee transferred from one site to another during ordinary working hours shall be paid for the time occupied in travelling and, unless transported by the employer, shall be paid reasonable cost of fares by the most convenient public transport between such sites.

PROVIDED that where an employer requests an employee to use his own car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 52 cents per kilometre.

(m) Daily Entitlement

The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick 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 the paid day off as prescribed in Clause 19 - Hours, and Clause 41 - Shift Work, of this award.

(n) Employees required to Drive Plant off Site

Notwithstanding anything else contained in this clause, time occupied by an employee by direction of the employer in driving plant to a camp or centre or job from any point and/or return shall be regarded as paid for as working time.

17. FIRST AID CERTIFICATE ALLOWANCE

An employee who is the holder of a current Red Cross or St. John First Aid Certificate, shall if required to act as a first aid attendant, be paid $1.52 per day extra.

18. FIRST AID EQUIPMENT

The employer shall provide and maintain first aid equipment in conformity with the standards prescribed in the Industrial Safety, Health and Welfare Act 1977.

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.

19. HOURS

Except as provided elsewhere in this award the ordinary working hours shall be 38 per week worked in accordance with the following provisions for a four-week work cycle:

(a) The ordinary working hours shall be worked in a twenty-day four-week cycle, Monday to Friday inclusive, with nineteen working days of eight hours each,

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between the hours of 7.00am and 6.00pm with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked.

PROVIDED that for employees classified as Equipment Operators that by agreement the employer, his employees and the appropriate union the working day may begin at 6.00 am or at any other time between that hour and 8.00 am and the working time shall then begin to run from the time so fixed, with a consequential adjustment to the meal concession period. A regular starting and finishing time shall be fixed which shall not be changed except by mutual agreement.

No later than the 1st October, each year and prior to publishing the next years RDOs the employer associations and building industry unions will meet to program the calendar, ensuring RDOs fall together with public holidays prescribed in Clause 36 - Public Holidays and Holiday Work where appropriate.

Paid rostered days off shall be accrued by all employees in the following manner:

A rostered day off shall be taken as follows -

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 unless another alternate day in the current or next four week cycle is agreed in writing between the employer and the employee (or the employer associations and building unions) to be the RDO, or to coincide with a public holiday.

Where by agreement in writing between an employer and his employee(s) an alternate day is substituted for the fourth Monday, all provisions of the award shall apply as if such day was the prescribed fourth Monday.

PROVIDED that where such agreement is reached the following procedures shall apply:

(i) the employer shall, within 24 hours from when he reaches agreement with his employee(s) notify by letter or telegram, the unions registered to represent all the occupations he has working on the site (and who have reached agreement with him) of the decision to vary the rostered day off;

(ii) the employer shall also inform any registered organisation of employers to which he belongs (and which is respondent to this award) of this agreement;

(iii) a period of 5 ordinary working days shall be allowed to pass from the day on which the employer informs the unions, before the agreement is implemented;

(iv) such an agreement shall be put into effect after passage of the 5 days' period of notice unless a party to the award with membership involved in the agreement refers the matter to the Tasmanian Industrial Commission in which event the agreement will not be implemented until a decision is made by the Commission or a further period of 5 ordinary working days has passed, whichever is the shorter.

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Any arrangement made regarding the substituted day, shall be made at least 7 days prior to the date of the rostered day off.

PROVIDED that thirteen rostered days are taken off by an employee for every twelve months continuous service.

(b) Each day of paid leave taken and any holiday as prescribed in Clause 36 - Public Holidays and Holiday Work, occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

(c) An employee who has not worked, or is not regarded by reason of paragraph (b) as having worked a complete nineteen-day four-week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as rostered day off or, in the case of termination of employment, on termination.

(d) The accrued rostered day prescribed in paragraph (a) shall be taken as a paid day off provided that this day, or any substituted day, may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section 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 48 - Weekend Work.

20. INCLEMENT WEATHER

(a) Definition - Inclement Weather

'Inclement weather' shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storms, extreme or high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for workmen exposed thereto to continue working whilst the same prevail.

(b) Conference Requirement and Procedure

The employer, or his 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 purposes of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

PROVIDED that if the employer or his 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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(c) Restrictions on Payments

An employee shall not be entitled to payment for inclement weather as provided for in this clause unless he remains on the job until the provisions set out in this clause have been observed.

(d) Entitlement to Payment

An employee shall be entitled to payment by his employer for ordinary time lost through inclement weather for up to 32 hours in every period of 4 weeks. For the purpose of this subclause the following conditions shall apply:

(i) the first period shall be deemed to commence on the 11 December 1978, and subsequent periods shall commence at 4 weekly periods thereafter;

(ii) an employee shall be credited with 32 hours at the commencement of each 4 weekly period;

(iii) the number of hours at the credit of any employee at any time shall not exceed 32 hours;

(iv) if an employee commenced employment during a 4 weekly period he shall be credited 32 hours where he commences on any working day within the first week; 24 hours where he commences on any working day within the second week; 16 hours where he commences on any working day within the third week; and 8 hours where he commences on any working day within the fourth week;

(v) no employee shall be entitled to receive more than 32 hours inclement weather payment in any period of 4 weeks;

(vi) the number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather;

(vii) payment under this clause shall be weekly.

(e) Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:

(i) no employee shall be transferred to an area not affected by inclement weather unless there is work available in his trade;

(ii) employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas;

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(iii) employees may be transferred from one site to another site and the employer provides, where necessary, transport.

(f) Completion of Concrete Pours and Emergency Work

(i) Except as provided in this subclause an employee shall not work or 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.

If any employee's clothes become wet as a result of working in the rain during a concrete pour he shall, unless he has a change of dry working clothes available, be allowed to go home without loss of pay.

(iv) The provision of paragraph (iii) of this subclause shall also apply in the case of emergency work where the employees concerned and their delegate agree that the work is of an emergency nature and can start and/or proceed.

(g) Cessation and Resumption of Work

(i) At the time employees cease work due to inclement weather the employer or his representative on site and the employees' representative on site shall agree and note the time of cessation of work.

(ii) After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

(iii) Safety

Where an employee is prevented from working at his particular function as a result of unsafe conditions caused by inclement weather, he may be transferred to other work in his trade on site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified the employee shall remain on site. He shall be paid for such time without reduction of his inclement weather entitlement.

(h) Additional Wet/Inclement Weather Procedure

(i) Remaining on Site

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

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(1) for more than an accumulated total of 4 hours of ordinary time in any one day; or

(2) after the meal break, as provided in Clause 19 - Hours, of this award, for more than an accumulated total of 50 percent of the normal afternoon work time; or

(3) during the final 2 hours of the normal work day for more than an accumulated total of one hour,

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

PROVIDED that where, by agreement between the employer and/or his representative and the employees' representative the men remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.

PROVIDED ALWAYS that wet weather time occurring during overtime shall not be taken into account for the purpose of this subclause.

(ii) Rain/Inclement Weather at Starting Time

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

(1) the rain stops; or

(2) a covered walk-way has been provided; or

(3) the sheds are under cover and the employees can get to the dry area without going through the rain; or

(4) adequate protection is provided. Protection shall, where necessary, be provided for the employees' tools.

PROVIDED that for the purposes of the clause a 'dry area' shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

(i) Non-reduction

Nothing in this clause shall prejudice any inclement weather agreement on any project under construction where the conditions are more favourable to the employees.

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21. INJURED WORKERS

When an employee is injured during his 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.

22. JOB STEWARDS

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

(b) Prior to dismissal or transfer 2 day's notice shall be given to any job steward and his appropriate union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of management to transfer or terminate the service of the job steward, he shall remain on the job during which time the matter shall be referred to the Tasmanian Industrial Commission for determination.

The appropriate union shall, within 3 working days of notifying the management that it disputes the decision to transfer or terminate the job steward, request the Tasmanian Industrial Commission in writing to appoint a person to deal with the matter.

23. JURY SERVICE

An employee required to attend for jury service shall be entitled to have his pay made up by the employer to equal his ordinary pay as for eight hours (inclusive of accrued entitlements) prescribed by Clause 19 - Hours or Clause 41 - Shift Work, subclause (d) of this award, per day plus fares whilst meeting this requirement. The employee shall give his employer proof of such attendance and the amount received in respect of such jury service.

24. LIVING AWAY FROM HOME - DISTANT WORK

(a) Qualification

An employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from his usual place of residence that he cannot reasonably return to that place each night.

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(b) Employee's Address

(i) The employer shall obtain and the applicant shall provide the employer with a statement, in writing, of his usual place of residence at the time the employee is engaged and no subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.

(ii) The employee shall inform his employer in writing of any subsequent change in his usual place of residence.

(iii) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

(c) Entitlement

Where an employee qualifies under subclause (a) of this clause, the employer shall either:

(i) provide the worker with reasonable board and lodging (as defined); or

(ii) pay an allowance of $264.40 per week of 7 days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be $37.80 per day.

PROVIDED that the foregoing allowances shall be increased if the employee satisfies the employer that he reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Tasmanian Industrial Commission for determination; or

(iii) in circumstances prescribed in subclause (i) of this clause, provide camp accommodation and messing constructed and maintained in accordance with subclause (q) of this clause.

'**Reasonable board and lodging**' shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or a twin room if a single room is not available.

(d) Travelling Expenses

An employee who is sent by his employer or selected or engaged by an employer or agent to go to a job which qualifies him to the provisions of this clause shall not be entitled to any of the allowances prescribed by Clause 16 - Fares and Travelling, of this award.

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(e) Forward Journey

(i) For the time spent in so travelling, at ordinary rates up to a maximum of 8 hours per day for each day of travel (to be calculated as the time taken by the usual travelling facilities).

(ii) For the amount of a fare on the most common method of public transport to the job (bus; economy air), and any excess payment due to transporting his tools if such is incurred.

(iii) For any meals incurred while travelling at $6.60 per meal.

PROVIDED that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues his employment within 2 weeks of commencing on the job and who does not forthwith return to his place of engagement.

(f) Return Journey

An employee shall, for the return journey, receive the same time, fares and meal payments as provided in subclauses (e)(i), (e)(ii) and (e)(iii) of this clause, together with an amount of $11.70 to cover the cost of transporting himself and his tools from the main public transport terminal to his usual place of residence.

PROVIDED that the above return journey payments shall not be paid if the employee terminates or discontinues his employment within two months of commencing on the job, or if he is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

(g) Departure Point

For the purposes of this clause, travelling time shall be calculated as the time taken for the journey from the bus or air terminal nearest the employee's usual place of residence to the locality of the work.

(h) Daily Fares Allowance

An employee engaged on a job which qualifies him to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the fares allowance prescribed by Clause 16 - Fares and Travelling, of this award.

(i) Weekend Return Home

(i) An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his representative, no later than Tuesday of each week, of his intention to return to his usual place of residence at the weekend and who returns to his usual place of residence for the weekend, shall be paid an allowance of $19.90 for each occasion.

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(ii) Paragraph (i) of this subclause shall not apply to an employee who is receiving the payment prescribed in subclause (c) of this clause in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in subclause (j)(ii) of this clause.

(iii) When an employee returns to his usual place of residence for a weekend or a part of a weekend and does not absent himself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in subclause (c)(ii) of this clause shall be made.

(j) Construction Camps

(i) Camp Accommodation

Where an employee is engaged on the construction of projects which are located in areas where suitable board and lodging as defined in subclause (c) of this clause is not available, or where the size of the work force is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp, such camp shall be constructed and maintained in accordance with subclause (q) of this clause.

(ii) Camping Allowance

An employee living in a construction camp where free messing is not provided shall receive a camping allowance of $102.90 for every complete week he is available for work. If required to be in camp for less than a complete week he shall be paid $14.60 per day including Saturday and Sunday if he is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance shall not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance shall not be payable for the Saturday and Sunday.

(iii) Camp Meal Charges

Where a charge is made for meals in a construction camp, such charge shall be fixed by agreement between the parties.

(k) Rest and Recreation

(i) Road Travel

An employee who proceeds to a job which qualifies him to the provisions of this clause, may, 2 months continuous service thereon and thereafter at 3 monthly periods of continuous service thereon, return to his usual place of residence at the weekend. If he does so he shall be paid the amount of a bus

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fare to the bus station nearest his usual place of residence on the pay day which immediately follows the date on which he returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

PROVIDED that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of 2 or 3 months as hereinbefore mentioned, then the provisions of this subclause shall not be applicable.

(ii) Air Travel

Notwithstanding any other provisions contained in paragraph (i) of this subclause, and in lieu of such provisions the following conditions shall apply to an employee who qualifies under subclause (a) of this clause in any area to which air transport is the only practicable means of travel an employee may return home after 4 months continuous service and shall in such circumstances be entitled to 2 days leave with pay in addition to the weekend. Thereafter the employee may return to his usual place of residence after each further period of 4 months continuous service, and in each shall be entitled to 2 days leave of which one day shall be paid leave.

Payment for leave and reimbursement for any economy air fare paid by the employee shall be made at the completion of the first pay period commencing after the date of return to the job.

(l) Limitation of Entitlement

An employee shall be entitled to either subclause (k) - Rest and Recreation, paragraph (i) or paragraph (ii) of this clause, and such option shall be established by agreement as soon as practicable after commencing on distant work. The entitlement shall be availed of as soon as reasonably practical after it becomes due and shall lapse after a period of 2 months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date 2 months later (proof of such written notice shall lie with the employer).

(m) Service Requirements

For the purpose of this subclause service shall be deemed to be continuous notwithstanding an employee's absence from work as prescribed in this clause or as prescribed in Clause 10 - Annual Leave, subclause (f) - Calculation of Continuous Service, of this award.

(n) Variable Return Home

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the

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prescribed date of accrual without alteration to the employee's accrual entitlements.

(o) Non-payment in Lieu

Payment of fares and leave with pay as provided for in this subclause shall not be made unless availed of by the employee.

(p) Termination

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

(q) Construction Camp Standards

Construction camps, as referred to in subclause (j) of this clause shall comply with the following standards:

(i) the camp shall provide for accommodation in single rooms, of dimensions not less than 14 cubic metres per man and shall have a timber, aluminium or similar floor with floor covering provided. Each room shall be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute therefor, a seat and wardrobe for each person;

(ii) each room shall be fitted with a door and moveable window of reasonable dimensions fitted with a gauze screen. Each room shall be ceiled and lined. Good artificial lighting shall be provided in each room;

(iii) except where corridor type barracks are provided a verandah shall be constructed in front of each room. Where reasonably required, provisions shall be made for the heating of rooms or cooling by fan;

(iv) provision shall be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provision shall be made for the washing of clothes. Toilets shall be adequate and sewered where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths. Provision shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health. In any such camp messing shall be made available by the employer with provisions for a choice of meals;

(v) **PROVIDED** that employees employed as Equipment Operators who are required to live in camp for a period of three months or more at any one site, all board and accommodation provided by the employer shall be free of charge and without deduction from the employee's wages and all accommodation etc., shall comply with the following:

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PART I - Living Accommodation

(1) Living accommodation shall be provided in huts, demountables, transportable units, caravans or other accommodation.

(A) Where such accommodation is of the hut, demountable or transportable type, such accommodation shall:

be designed to house workers in individual rooms, each room not less than 9 square metres (97 square feet) in area;

be lined and ceiled with such material as facilitates the washing of walls and ceiling;

have floor coverings of vinyl or like material;

have weatherproof windows and doors, all fitted with insect screens and curtains;

have a door which can be locked;

corridors between units which shall be roofed and shall have concrete or wooden floor;

be connected to electricity and each room shall be independently fused;

be twin cycle air-conditioning in each room;

two power points in each room to which electrical appliances can be connected;

(B) In addition, such accommodation shall contain in each room for each worker:

a single bed with head and foot boards (complete with rubber foam or innerspring mattress, with a pillow and loose detachable washable covers for mattress and pillow);

wardrobe, dressing table unit with mirror, chest of drawers, table and chair;

4 coat hooks on the wall and a towel rail;

a ceiling light, a reading light;

a waste basket;

a linen ration.

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(2) All established camps shall further comprise ablution/laundry facilities.

(A) Ablution Units shall provide:

all necessary plumbing, drainage and electrical fittings;

no fewer than 3 water closets per 20 workers, each closet walled from floor to ceiling and each possessing a door;

hot water reticulation to showers and basins, cold water reticulation to cisterns, showers, basins and to a hose cock for washing down purposes;

wall mirrors with a shelf below together with an electrical outlet to each basin;

shower recesses (at the rate of 3 for 20) with bench seat, soap holder, shower curtain and robe hook;

soap dispensers and water absorbent paper dispensers;

sufficient ventilation and insect screened windows and doors;

wall exhaust fan.

(B) Laundry units shall provide:

all necessary plumbing, drainage and electrical fittings;

fully automatic washing machines (of a ratio of 2 for 20 or fewer number) fully connected and to hot and cold water and drainage;

foldaway ironing boards;

270 litre electric hot water systems, providing hot water for both sections of the unit;

electric tumble dryers (to the ratio 2 for 20 or fewer number) and external clothes lines;

both ablution and laundry units are to be maintained in a clean and hygienic condition.

(3) All established camps shall further provide recreational facilities.

Recreation Units shall provide:

a fully enclosed and ceiled area suitable for use by 20 persons or fewer number;

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floors covered with vinyl or like material;

twin cycle air-conditioning;

insect screened windows and doors;

sufficient lighting;

chairs and tables;

facilities suitable for the consumption of beverages, alcoholic and non-alcoholic, by the way of refrigerators or freezers;

at least one large screen television (and where necessary, in area of poor reception, an amplifier attached to the antennae), and at least one large radio in full working order;

a wall exhaust fan;

provision for hand basins, water and drainage;

power outlets;

sufficient room to allow for provisions of games tables;

exterior lights;

bar/counter.

(4) All established camps shall further provide Kitchen/Dining facilities.

(A) Kitchen Units shall provide:

for a fully enclosed and ceiled area sufficient for the use by 20 persons or fewer number;

metal door with insect screen;

double leaf servery door;

aluminium framed window with fly screen;

pressed metal louvred vent;

kitchen;

single oven electric or gas commercial range with griddle plate;

range canopy with splashback and raised heatproof floor;

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wall exhaust fan with grease filter;

hand basin;

laminated topped counter with shelf under 600 mm wide;

overhead shelving 250 mm wide;

utensil rack;

refrigerator, minimum 1133L;

chest freezer;

refrigerator/freezer;

single bowl pot sinks;

electric water heater (3 x 2.8 kw element);

ceiling lights;

power points;

chopping board;

cooler;

3-tier timber-slatted shelving;

meat rail with hooks;

insulated door with canvas flap;

well glass light;

compressor with cooler evaporator;

freezer;

3 tier timber slatted shelving;

insulated door with canvas flap;

well glass light;

compressor with freezer evaporator;

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(B) Dining Units shall provide:

facilities for use by 20 men;

diner;

1800 mm X 750 mm laminate topped dining table;

stack chairs;

ceiling lights;

power points;

twin cycle air-conditioning;

power point for air-conditioning;

all necessary cutlery and crockery sufficient for each man for 3 meals per day.

(5) Messing System

The employer shall provide a qualified cook for a gang of 10 or more.

Where a gang is 10 or less, the employer shall provide reimbursement for food purchased by the gang for its own use or shall reimburse each gang member for meals consumed in the nearest recognised centre.

Every such mess shall have a committee of management appointed by the workers, whose names shall be notified from time to time to the engineer in charge of that particular work, and such committee of management of the mess shall be personally responsible for the conduct and management of the mess and for the loss or damage to any of the articles supplied to the mess by the employer and return the same, fair wear and tear expected.

In camps of over 30 men, the employer shall employ a camp attendant, and in all other camps, the employer shall provide labour for the purpose of maintaining the camp in a clean and hygienic condition.

(6) All camps shall provide the following additional miscellany:

adequate external lighting;

reasonable facilities for the adequate posting and receipt of mail;

radio and/or telephone facilities;

adequate fire protection equipment including chemical extinguishers;

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adequate means for getting injured or sick workers to the nearest qualified medical centre;

a system of covered pathways shall link the accommodation with facilities in-common;

a system of low level lighting shall illuminate facilities in-common;

children's play ground facilities.

PART II - Caravan Facilities

Where an employer has established a camp site and provides for employees facilities living in their own caravan or provides caravans for employees:

(1) All board and accommodation provided by the employer will be free of charge and without deduction from the employee's wages; and

(2) All accommodation etc., shall comply with the following minimum standards:

(A) Communal Facilities : Facilities-in-common shall comply with the provisions of Part I - Living Accommodation, of this subclause.

(B) Caravans : In the case of employer supplied vans, the provisions of Part III - Temporary Camps, of this subclause shall apply.

(C) Sites : As to the sites themselves and having regard to the peculiarities of caravan living, the additional provisions below shall apply:

the area allocated to caravan sites shall not exceed 39 percent of the entire caravan park;

each van site shall be of no less than 12 metres by 10 metres which shall include:

a van area not less than 3 metres wide, of gravel surface;

an annex area of not less than 2.4 metres by 6 metres, of concrete surface;

a compacted hard stand car area of not less than 3 metres by 10 metres;

an open area of grass;

each van site shall have an individual sullage collection point suitable for connecting sink wastes by direct piping from the van;

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no van site shall be closer than 5 metres to the park perimeter;

in addition to the ablution and laundry facilities provided for in Part I - Living Accommodation, of this subclause, provision shall be made for child bathing facilities;

there shall be separate male/female ablution facilities;

a system of covered concrete pathways shall link the van site to the ablution area;

a system of low level lighting shall illuminate facilities-in-common;

access roads shall be sealed;

the park perimeter shall be fenced;

children's playground facilities shall be provided with special care given to shade;

multicoin STD telephone facilities;

carwash and maintenance area, surfaced and with water provided;

firefighting services shall be provided in consultation with the camp committee.

PART III - Temporary Camps

Camps of less than three months duration and not covered by Part I and II of this clause shall be referred to for the purposes of this award as 'Temporary Camps'.

Notwithstanding any other provisions of this clause, where people are required to live in camp on an irregular or short term basis, reasonable and sufficient standard shall mean:

(1) Living accommodation in accordance with PART I - Living Accommodation (1), (2), (3), (4), (5), and (6).

(2) In the case of employer supplied caravans, it shall be in accordance with the following:

WATER TANK, 44 gallon capacity, non corrosive, connected to 12V pump and hand pump over sink.

WATER HEATER, 1 only L.P.G. model.

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DOOR, 'Starlite' door. Fitted with insect screen and an aluminium panel with Lockwood night latch and Lockwood Cylinder Lock for the panel door. 2 sets of keys will be supplied.

WINDOWS, 5 only 'Starlite' windows, fitted with solar glass and insect screens of aluminium.

FLOOR COVERING, vinyl sheet securely glued to the floor. Colour selected to match walls and ceilings.

HATCH, 2 only 'Starlite 4 seasons' roof hatches, fitted with fly screens.

INSULATION, 25 mm thick fibreglass laid in wall, ceiling cavities.

LP GAS, gas plumbing will be carried out to comply with A.L.P.G. Association 'Gas CODE'. Gas certificate will be issued with caravan.

12V WATER PUMP, 1 only pump fitted, to supply hot and cold water to shower, hot water over sink.

12V TRAFFIC LIGHTS, all necessary lights, clearance lamps and reflectors will be fitted to comply with traffic regulations. 7 pin socket will be supplied and fitted. Plug will be supplied.

ELECTRICAL, (240V) to A.S.A. Code 3001-1977.

GENERATING UNIT, provision of a generating unit capable of operating all powered appliances (including twin cycle air-conditioning).

FITTINGS -

3 only 240 - 12V interior lights.

1 only 240V - 12V outside light, located near door.

1 only 'Utilux' plug and base to 12V wiring for traffic lights. 7 pin.

Independent light switches for exterior and interior lights, both 240V and 12V switches will be clearly marked.

1 only Electrolux R.M. 46 2-way (240V - gas) refrigerator (4 cu. ft)/freezer.

1 only 2 burner, griller model gas stove with flue and canopy cover.

1 only 2.6" x 18" stainless steel sink. Fixed into cupboard with one shelf and plain aluminium splashback fitted. Hot and cold water taps.

2 - 240V power outlets, located near refrigerator.

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2 sets of door keys per unit will be supplied.

1 laminate covered table 82 cm x 76 cm (2'8" x 2'6") with 2 fixed seats with backrests, will be supplied.

2 single beds 76 cm x 160 cm (2'6" x 6'4"), one at each end of van, with mattresses.

1 bedside locker to each bed 300 mm deep x 400 cm width x 610 cm height.

2 mirrors behind wardrobe doors, approximately 10" x 8".

2 wardrobes with one shelf, hanging rail fitted.

3 coat hooks placed to advantage.

2 towel racks.

1 tea towel hanger.

Printed cotton curtains to each of the windows.

Shower recess with heavy vinyl curtain. Hot and cold water. External hose connection fitted to drain pipe. Soap holder.

Adequate cupboard space for groceries.

(r) Where construction camp accommodation is not provided and the employer provides caravan accommodation the employer and the unions shall confer as to reasonable standards for such accommodation. In the absence of agreement being reached the matter shall be referred to the Tasmanian Industrial Commission.

(s) Alternative Paid Day off Procedure

If the employer and the employee so agree in writing, the paid rostered day off as prescribed in Clause 19 - Hours of this award, may be taken and paid for in conjunction with and additional to rest and recreation leave as prescribed in subclause (k) of this clause, or at the end of the project, or on termination whichever comes first.

25. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

An employee who becomes pregnant, shall upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less

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than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of Leave and Commencement of Leave

(i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.

(ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.

(v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a Safe Job

Where in the opinion of a duly qualified 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 shall, 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.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (g), (h), (i) and (j) hereof.

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(d) Variation of Period of Maternity Leave

(i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(f) Special Maternity Leave and Sick Leave

(i) 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:

(a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(iii) For the purposes of subclauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held

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immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(g) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) hereof does not exceed 52 weeks;

(i) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of Maternity Leave on Employment

Notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of an award.

(i) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to sub-clause (c) to the position which she held immediately before such transfer. Where such position no longer exists but there are

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other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(k) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

26. MEAL ALLOWANCE

An employee required to work overtime for at least one and a half hours after working ordinary hours shall be paid by his employer an amount of $6.60 to meet the cost of a meal.

PROVIDED that an employee classified as Equipment Operator shall be entitled to be paid $6.30 per meal for each meal after the completion of each four hours work from the commencement of overtime.

PROVIDED ALWAYS that this clause shall not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance in lieu thereof as provided for in Clause 24 - Living Away From Home - Distant Work, subclause (c) - Entitlement, paragraph (i) of this award, and is provided with a suitable meal.

27. MIXED FUNCTIONS

An employee engaged for more than 2 hours during one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day. If for 2 hours or less during one day, he shall be paid the highest rate for the time worked.

PROVIDED that in each case of Equipment Operators, where the employment of work involves functions of a mixed character, the minimum wages to be paid to the employee for the day or part of the day he is so employed, shall be calculated as if he performed such only of the said functions as involves the highest rate of wages under this award. If so employed for any part of a day he shall be paid at the highest rate for the whole such day.

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28. MULTI-STOREY ALLOWANCE

(a) Eligibility

A multi-storey allowance shall be paid to all employees on site engaged in the construction of a multi-storey building as defined herein, to compensate for the disabilities experienced in, and which are peculiar to the construction of a multi-storey building.

PROVIDED that for employees classified as Equipment Operators, that for the purposes of this clause renovation work is work performed in existing multi-storey buildings (as defined) and such work involves structural alterations which extend to more than two storey levels in a building, and at least part of the work to be performed is above the 4th floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

(b) Definition of Multi-storey Building

For the purposes of this award, a multi-storey building is a building which will, when complete, consist of 5 or more storey levels.

For the purposes of this clause, a storey level means structurally completed floor, walls, pillars or columns, and ceilings (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors).

PROVIDED that for employees classified as Equipment Operators, 'complete' means the building is fully functional and all work which is part of the principal contract is complete. For the purposes of this clause, a storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet block or storerooms located between floors).

PROVIDED ALWAYS that any building or structures which do not have regular storey levels but which are not classed as towers (eg. Grandstands, Aircraft hangers, Large stores etc.) and which exceed 15 metres in height may be covered by this subclause, or by Clause 43(i) - Towers Allowance, by agreement. Where no agreement is reached, by determination of the Commission.

PLANT ROOM

Further provided that a plant room situated on the top of a building shall constitute a further storey level if the plant room occupies 25 percent of the total roof or an area of 100 square metres, whichever is the lesser.

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(c) Rates

Except as provided for in subclause (d) Service Cores, of this clause, an allowance in accordance with the following table shall be paid to all employees on the building site. The second and subsequent allowance scales shall, where applicable, commence to apply to all employees when one of the following components of the building - structural steel, reinforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.

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

From commencement of building to 15th Floor level	**28 cents** per hour extra
From 16th Floor level to 30th Floor level	**35 cents** per hour extra
From 31st Floor level to 45th Floor level	**53 cents** per hour extra
From 46th Floor level to 60th Floor level	**68 cents** per hour extra
From 61st Floor level onwards	**85 cents** per hour extra

The allowance payable at the highest point of the building shall continue until completion of the building.

(d) Service Cores

(i) All employees employed on a service core at more than 15 metres above the highest point of the main structure shall be paid the multi-storey rate appropriate for the main structure plus the allowance prescribed in Clause 43 - Special Rates, subclause (i) - Towers Allowance, of this award, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period (ie., for this purpose the highest point of the main structure shall be regarded as though it were the ground in calculating the appropriate towers allowance).

(ii) Employees employed on a service core no higher than 15 metres above the main structure shall be paid in accordance with the multi-storey allowance prescribed herein.

(iii) **PROVIDED** that any section of a service core no higher than 15 metres above the highest point of the main structure shall be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

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(e) Completion Point of Allowance

Payment of the allowance shall cease when the walls are completed and the employees are working under cover and the lifts or passenger/material hoists are available to employees.

PROVIDED that the exclusion of odd wall panels, sections or windows for the purposes of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding shall not prevent the walls of a building being defined as completed.

29. OVERTIME AND SPECIAL TIME

(a) All time worked beyond the ordinary time of work inclusive of time worked for accrual purposes as prescribed in Clause 41 - Shift Work, subclause (d), paragraphs (i) and (ii), and as prescribed in Clause 19 - Hours, of this award, shall be paid for at the rate of one and a half times ordinary rates for the first 2 hours thereof and at double time thereafter.

(b) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 3 hours work at the appropriate rates for each time he is so recalled.

PROVIDED that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job he was recalled to perform is completed within a shorter period.

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

(c) If an employer requires an employee to work during the time prescribed by Clause 19 - Hours, of this award, for cessation of work for the purpose of a meal, he shall allow the employee whatever time is necessary to make up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time.

PROVIDED however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the said cessation time.

PROVIDED ALWAYS that if the cessation time is shortened at the request of the employee to the minimum of 45 minutes prescribed in Clause 19 - Hours, of this award, or to any other extent (not being less than 45 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.

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(d) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his attendance at technical school, as required by any statute, award or regulation applicable to him.

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

(f) An employee who works so much overtime:

(i) between the termination of his ordinary work day or shift, and the commencement of his ordinary work in the next day or shift, that he has not had at least 10 consecutive hours off duty between these times;

(ii) or 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 his ordinary commencing time on his next ordinary day or shift; shall, subject to this subclause be released after completion of such overtime until he has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence;

(iii) an employee who has worked continuously (except for meal or crib times allowed by this award) for 20 hours shall not be required to continue at or recommence work for at least 12 hours.

(g) If, on the instructions of his employer, such an employee resumes or continues to work without having had such 10 consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provision of this subclause shall apply in the case of shift workers as if 8 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.

(h) An employer may require any employee to work reasonable overtime.

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30. PAYMENT OF WAGES

(a) Pay Day and Methods

(i) All wages, allowances and other monies due shall be paid in cash not later than the cessation of ordinary hours of work on Thursday of each working week.

PROVIDED that employees classified as Equipment Operators by agreement in writing between the employer and the employees, by cheque, bank cheque, where possible, bank or similar transfer or combination thereof.

PROVIDED ALWAYS such payments shall be paid not later than the cessation of ordinary hours of work on Thursday of each working week.

(ii) **PROVIDED** that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday and provided further that 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.

(iii) The employer shall not keep more than 2 days' wages in hand.

(b) Payment on Termination - Employees Classified as Tradespersons or Labourers

When notice is given in accordance with Clause 14(a) - 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 (f) and/or subclause (g) of this clause shall apply.

(c) Payment During Inclement Weather

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.

(d) Waiting Time Penalties

An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time of ceasing work shall be paid at overtime rates after that quarter hour with a minimum of a quarter of an hour.

(e) Pay Packet Details

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:

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(i) date of payment;
(ii) period covered by such payment;
(iii) the amount of wages paid for work at ordinary rates;
(iv) the number of hours paid at overtime rates and the amount paid therefor;
(v) the amount of allowances or special rates paid and the nature thereof;
(vi) the gross amount of wages and allowances paid;
(vii) the amount of each deduction made and the nature thereof;
(viii) the net amount of wages and allowances paid;
(ix) any annual holiday payments.

(f) Employee Terminating

Where an employee gives notice in accordance with Clause 14 - Contract of Employment, of this award, and monies due are not paid on termination, the employer shall have 2 working days to send monies due by registered post provided that if the monies are not posted within that time then time spent waiting beyond the 2 working days shall be paid for at ordinary rates, such payment to be at the rate of 8 hours per day up to a week's pay when the right to waiting time shall terminate.

(g) Employer Terminating - Daily Penalties

Where an employer gives notice in accordance with Clause 14 - Contract of Employment, of this award, all monies due shall be paid at termination; where this is not practicable the employer shall forward the monies due by registered post within 2 working days of termination and shall pay waiting time up to the time of posting at the rate of 8 hours ordinary time per day up to a maximum of one week's pay.

31. POSTING OF AWARD

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

32. POSTING OF NOTICES

An employer shall not prevent an official of the union authorised in writing in that behalf, from posting on an employer's premises or job a copy of any official notice of the union provided such notice is of reasonable size.

33. PREFERENCE OF EMPLOYMENT

(a) Subject to the provisions of this clause absolute preference of employment shall be given to members of the appropriate union.

(b) Such preference shall be limited to the point where a member of such union and a person who is not such a member are offering for service or employment w at the

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same time and in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service or employment.

34. PRESENTING FOR WORK BUT NOT REQUIRED

A new employee, if engaged and presenting for work to commence employment and not being required shall be entitled to at least 8 hours work or payment therefor at ordinary rates, plus the appropriate allowance prescribed by Clause 16 - Fares and Travelling, of this award.

PROVIDED that this clause shall not apply if the services of an employee are not required by reason of inclement weather in which case the provisions of Clause 20 - Inclement Weather, of this award, shall apply.

35. 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) Suitable free asbestos sheets and/or coloured glasses shall be provided by the employer for the protection of employees working at oxy-acetylene or electric arc welding.

(c) Where electric arc operators are working, suitable screens shall be provided in order to protect employees from flash.

(d) The employer shall provide gas masks for employees engaged upon work where gas is present.

(e) Employees employed on refractory brickwork shall be x-rayed if they so require, at the employer's expense and in his time, once in each period of 6 months.

(f) Employees working in tuberculosis hospitals and homes shall, if a request is made by them, be x-rayed, at the employer's expense and in his time, on termination of employment at such tuberculosis hospital or home or each 6 months, whichever is the sooner.

(g) An employee shall not be required to use a roller in excess of 30.5 centimetres in width on the painting of ceilings or walls.

(h) 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.

(i) An employee shall not be required to carry paint or other materials, the property of the employer, from job to job. By arrangement, brushes may be taken to and from a job by the employee. This provision shall not apply where paint or materials are carried to or from a job in a vehicle belonging to the employer.

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(j) Painter's Washing Time

The employer shall provide sufficient facilities for washing and 10 minutes shall be allowed before finishing time to enable employees to wash and put away gear.

(k) No employee shall be required to use a paint brush exceeding 12.7 centimetres in width or 227 grams in weight or a kalsomine brush exceeding 20.3 centimetres in width.

(l) Hand protective paste - every employer of painters, signwriters, plasterers or glazier employees shall at the request of any such employee provide hand protective paste for the use of such employee.

(m) Spray Painting, Sand Blasting and Steam Cleaning

Employers engaged in spray-painting, sand-blasting and steam- cleaning of surfaces shall provide for the use of every employee a suitable respirator or independent air-fed helmet of a type to be approved by the Secretary for Labour. Such equipment shall be cleansed daily and shall be maintained in clean and efficient condition, and when not in use shall be kept under cover in a suitable place.

Employers shall also provide a supply of clean water, soap, clean towels and suitable overalls and/or wet weather gear for steam- cleaning and head coverings for the use of employees. Every employee engaged on the abovementioned processes shall wear suitable overalls and head coverings during the whole working period, and shall use the protective equipment provided by the employer.

Every employee engaged on spray-painting and/or sand-blasting processes shall be supplied with 1 litre of milk per day and all combination overalls shall be supplied by the employer and cleansed at the employer's expense.

(n) Where practicable, all loads of bricks and materials shall be conveyed in a wheelbarrow of an approved type, fitted with pneumatic rubber tyres.

(o) Where bricks are being used:

(i) not more than 40 bricks each load shall be conveyed in a wheelbarrow (on a scaffold) to a height of 5 metres from the ground;

(ii) not more than 36 bricks each load shall be conveyed in a wheelbarrow over and above a height of 5 metres on a scaffold.

(p) 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 Tasmanian Industrial Commission for determination.

(q) All scaffolding shall be in accordance with the Commonwealth or State law applicable.

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(r) The employer shall observe the following procedures when employees are required to use toxic substances covered by Clause 43 - Special Rates, subclause (j) of 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 meal break he shall be entitled to take washing time of 10 minutes immediately prior to his 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.

36. PUBLIC HOLIDAYS AND HOLIDAY WORK

(a) An employee other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay. Provided that if any other day be, by a State Act of Parliament or State Proclamation, substituted for any of the said holidays, the day so substituted shall be observed.

New Year's Day, Australia Day, Good Friday, 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 (ie. Oatlands and all towns south of Oatlands) and Recreation Day in the north of the State (ie. all towns north of Oatlands).

(b) **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 employees another day as a paid holiday in lieu thereof.

Such entitlement shall be taken on a day determined by the employer after conferring with the employees concerned provided that any disagreement shall be resolved in accordance with Clause 38 - Settlement of Disputes of this award.

(c) For the purposes of this award 'Show Day' shall mean the local Show Day in cities, towns or districts of the State, when that day, in the locality of the employer's premises, occurs on an employee's ordinary work day.

(d) By agreement between any employer and the unions, other days may be substituted for the said days or any of them as to such employers undertaking.

(e) Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or State Government under any Act such day shall, within the defined locality, be deemed to be a holiday for the purposes of this award: provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.

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(f) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half.

(g) The provisions Clause 29 - Overtime and Special Time, subclauses (e) and (f) of this award, shall apply in respect of work on a holiday.

(h) An employee required to work on a holiday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate.

(i) Provided that:

(1) 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) and (b) of this clause or each holiday in a group as prescribed in subparagraph (2) of this subclause which falls within 10 consecutive days after the day of termination;

(2) where any two or more of the holidays prescribed in this award occur within a 7 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. Christmas Day, Boxing Day and New Year's Day shall be regarded as a group;

(3) no employee shall be entitled to receive payment from more than one employer in respect of the same public holiday or group of holidays;

(4) the employee has worked as required by his employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his employer or is absent with reasonable cause. Absence arising by termination of employment by the employee shall not be reasonable cause.

37. REST PERIODS AND CRIB TIME

(a) There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.00am and 11.00am. There shall be a cessation of work and of working time for the purpose of a meal on each day, of not less than 30 minutes, to be taken between 12 Noon and 1.00pm, and a further rest period of 10 minutes between 2.30pm and 3.30pm.

(b) When an employee is required to work overtime after the usual ceasing time for the day or shift for 2 hours or more, he 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 4 hours of continuous work, he shall be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continues at work for a period of 2 hours or more, he shall

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be regarded as having worked 20 minutes more than the time worked and paid accordingly.

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 19 - Hours, or Clause 41 - Shift Work, subclause (d), paragraphs (i) and (ii) of this award.

(c) Where shift work comprises 3 continuous and consecutive shifts of 8 hours each per day inclusive of time worked for accrual purposes as prescribed in Clause 41 - Shift Work, subclause (d), paragraphs (i) and (ii), a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed in this award.

(d) The provisions of subclauses (b) and (c) of this clause shall not be applicable in the case of an employee who is allowed the rest periods prescribed by Clause 43 - Special Rates, subclause (b) - Hot Work, and subclause (c) - Cold Work, of this award.

38. RIGHT OF ENTRY

(a) The Secretary or Branch Secretary, or any other duly accredited representative of the union shall, on production of his authority to the employer or his representative, have the right to enter any place or any premises where employees are employed at any time, during normal working hours or when overtime is being worked, for the purpose of interviewing employees, checking on wage rates, award breaches or safety conditions or regulations, so long as they do not unduly interfere with the work being performed by any employee during working time.

(b) For the purposes of Section 77 of the Industrial Relations Act 1984, the following organisations of employees shall be recognised:

The Amalgamated Society of Carpenters and Joiners of Australia, Tasmanian Branch;

The Australian Building Construction Employees' and Builders Labourers' Federation, Tasmanian Branch;

The Building Workers' Industrial Union of Australia (Tasmanian Branch);

The Federated Engine Drivers' and Firemen's Association of Australasia, Tasmanian Branch;

The Federated Furnishing Trade Society of Australasia, Tasmanian Branch;

The Operative Painters and Decorators' Union of Australia, Tasmanian Branch;

The Operative Plasterers and Plaster Workers' Federation of Australia, Tasmanian Branch;

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(c) A representative of the union shall be a duly accredited representative if he is the holder for the time being of a certificate signed by the secretary of that organisation and bearing the seal of that organisation in the following form, or in a form not materially differing therefrom:

(Name of Organisation)

This is to certify that ..... is a duly accredited representative of the abovenamed organisation for all purposes of this award.

(Seal) .....
Secretary.

Specimen signature of holder.

Strictly not transferable.

39. RIGHT TO DEDUCT PAY

The employer may deduct payment for any day upon which an employee cannot be usefully employed because of any strike by, or participation in any strike by members of the union; or because of any strike by any members of the union employed by the employer; or because of any strike by or participation in any strike by any other union, organisation or association or by any branch thereof or by any members thereof who are employed by the employer; or because of any stoppage of work (other than for inclement weather within the allowance prescribed by Clause 20 - Inclement Weather of this award, or any cause, including breakdown of machinery or failure or lack of power, for which cause the employer is not responsible.

40. SETTLEMENT OF DISPUTES

All disputes shall be resolved in accordance with the relevant subclause of this clause.

(a) Disputes Settlement Procedure

Except for disputes arising that fall within subclauses (b) and (c) of this clause, all disputes shall be settled in accordance with the following procedure:

(i) In the event of a grievance or dispute arising, the matter in contention shall initially be discussed between the employee(s) concerned and the immediate foreman or supervisor who shall endeavour to resolve the issue in dispute.

(ii) Should the matter remain unresolved, the matter shall be discussed by the job delegate and the employer or his representative who will endeavour to resolve the issue.

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(iii) In the event that the dispute remains unresolved, it shall immediately be referred to the State Secretary of the union or his appointee and to the employer and his industrial advisor who shall confer as soon as practicable with a view to an amicable resolution of the dispute.

(iv) Should the matter not be resolved following completion of the steps detailed in paragraphs (i), (ii) and (iii) above, the dispute shall be dealt with in one of the following ways:

(1) by referral to a mutually agreed private arbitrator:

(2) by referral to the Tasmanian Industrial Commission;

(3) if necessary or appropriate, a joint sitting shall be requested in accordance with the appropriate provision of the Industrial Relations Act 1984 and the Australian Industrial Relations Act 1988 of the Federal Parliament.

(v) Without prejudice to either party, work shall continue in accordance with existing custom and practice (status quo) whilst this dispute procedure is in progress.

(b) Safety Disputes Procedure

The provision of a safe working environment in the building industry is of paramount importance. The prevention of safety problems is the responsibility of every employee and every employer.

(i) On a site where more than 20 employees are to be employed at any given time, a committee shall be established to monitor safety aspects of that site.

Such a committee will consist of an equal number of representatives of the union and the employer, and shall meet no less often than once in each week to inspect the site and agree to the rectification of any safety problems found to exist.

(ii) Where an issue involving the safety of employees or the public arises, the following procedure shall apply:

(1) Where any person becomes aware of any unsafe or potentially unsafe situation or work practice, he shall immediately report that situation or practice to his immediate supervisor.

(2) Upon receipt of a notification in accordance with paragraph (ii)(1) of this subclause, the supervisor shall immediately investigate the circumstances giving rise to the notification and shall immediately take whatever action is necessary to rectify any unsafe situation.

(3) If any unsafe situation is unable to be rectified immediately and the situation is hazardous or potentially hazardous to employees or the

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public, the supervisor shall relocate employees to another area on the site until the situation is made safe.

(4) The purpose of this clause is to ensure the prompt rectification of safety hazards with as little disruption to on-site production as possible.

(iii) If an employer or employees or a union allege that an unsafe situation exists on a part, parts or the whole of a site or that a particular work practice is dangerous and such an allegation is not accepted or agreed by the employer, the alleged unsafe situation or work practice shall be notified to the Workplace Standards Authority to make an investigation and to give a recommendation on the matter.

(iv) Where necessary, employees may be drawn from other parts of the site for the purpose of rectifying any unsafe work situations.

It is accepted that wherever necessary, such rectification work can over-ride normal demarcation or job definition practices.

(v) Whilst the procedures prescribed in paragraphs (ii) and (iii) of this subclause are being followed, work shall continue normally without disruption by industrial action save that work in the disputed area shall not proceed until the issue is resolved.

Employees who would but for the alleged safety issue have worked in the disputed area shall be transferred to other work until the issue is resolved in accordance with the above procedure.

(c) Demarcation Disputes Procedure

All demarcation disputes shall be dealt with in accordance with the following procedure and without recourse to any form of industrial action.

Demarcation disputes shall be dealt with in one of the following methods:

(i) by agreement between the unions directly involved;

(ii) by private arbitration;

(iii) by decision of the Tasmanian Industrial Commission;

(iv) if necessary or appropriate, a joint sitting shall be requested in accordance with the appropriate provision of the Industrial Relations Act 1984 and the Australian Industrial Relations Act 1988.

Upon becoming aware of an actual or potential demarcation dispute, officials of the unions directly involved will discuss the issue to see if the dispute can be resolved by agreement.

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The work in dispute will continue normally while the above discussions continue. If there is a dispute about the basis on which work shall continue, it shall be referred immediately for determination by one of the methods listed above for dealing with demarcation disputes. The basis upon which work shall proceed shall be determined after considering the practice that existed prior to the dispute on the particular job. Until the basis upon which work is to proceed is determined, work shall continue in the manner decided by the relevant employer.

If it is not possible for the unions directly involved to resolve a dispute by agreement, they may jointly elect to seek resolution of the dispute by any one of the other methods listed above. If the unions have elected to accept private arbitration, one of them cannot subsequently decide not to be bound by the decision. Even if one union subsequently ceases to co-operate in the private arbitration, the arbitrator will proceed to issue a decision and all affected parties will act in accordance with it.

If the unions elect not to use a private arbitrator, or if they are unable to agree whether or not to do so, the dispute shall be referred to the Tasmanian Industrial Commission for formal arbitration.

41. SHIFT WORK

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

(a) For the purposes of the 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.

'Early morning shift' means a shift finishing after 12.30pm and before 2.00pm.

'Early afternoon shift' means a shift finishing after 7.30pm and before 9.00pm.

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

(c) An employee who is employed for less than 5 consecutive shifts Monday to Friday shall be paid for each day he works on any of the shifts referred to in subclause (b) of this clause at the rate of time and a half for the first 2 hours and double time thereafter provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates his services during the week, he shall

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be paid at the rate specified in subclause (b) of this clause for the time actually worked.

(d) (i) The ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 19 - Hours, of this award or subclause (d) of this clause of both afternoon and night shift shall be 8 hours daily inclusive of meal breaks. Provided that where shift work comprises 3 continuous and consecutive shifts of 8 hours each per day, a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

Employees working on any of the shifts referred to in subclause (b) of this clause shall accrue 25.26 minutes for each eight hour shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rates as prescribed by this clause and the appropriate allowance under Clause 16 - Fares and Travelling, subclause (b) of this award.

Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 36 - Public Holidays and Holiday Work, of this award, shall be regarded as shift work for accrual purposes.

Except as provided above, employees not working a complete four week cycle shall be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment on termination.

The employer and employee shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for the accumulation of accrued days to be taken at or before the end of the contract, provided that such accumulation shall not exceed more than 5 such accrued days before they are taken as paid days off, and when taken the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

Once such days have been rostered they shall be taken as paid days off provided that where an employer, for emergency reasons requires an employee to work on his rostered day off, he shall be paid, in addition to his accrued entitlement, the penalty rates prescribed in subclause (h) of this clause.

(ii) For the purpose of this clause an employee shall not be required to work for more than 5 hours without a meal break.

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

(f) 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 the ceasing time of the previous shift.

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(g) For all work performed on a Saturday, Sunday or holiday, the provisions of Clause 29 - Overtime and Special Time, Clause 48 - Weekend Work and Clause 36 - Public Holidays and Holiday Work of this award, shall be applicable in lieu of the rates prescribed in this clause.

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

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

(j) The variations to this clause, operative 24 May, 1982, shall not apply so as to reduce the rates of pay and/or conditions of work of any employee.

42. SICK LEAVE

(a) An employee other than a casual employee (as defined) who is absent from his work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

(i) he shall within 24 hours of the commencement of such absence inform the employer of his inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence;

(ii) he shall prove to the satisfaction of his employer (or in the event of dispute the Tasmanian Industrial Commission) that he was unable on account of such illness or injury to attend for duty on the day or days for which the sick leave is claimed;

(iii) an employee during his first year of employment with an employer shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of his first year of employment.

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 his second and each subsequent year, which subject to subclause (d) of this clause shall commence on the anniversary of engagement.

(iv) **PROVIDED** that an employee who has completed one year of continuous employment shall be credited with a further 80 hours sick leave entitlement at the beginning of his second and each subsequent year, which subject to subclause (e) of this clause shall commence on the anniversary of engagement.

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(b) 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 he has already been allowed paid sick leave on 2 occasions for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, 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 or a medical certificate. Nothing in this subclause shall limit the employer's rights under subclause (a) paragraph (ii) of this clause.

(c) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in subclause (a) paragraphs (iii) and (iv) of this clause which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

PROVIDED that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 10 years but for no longer from the end of the year in which it accrues.

(d) 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.

(e) If an employee is terminated by his employer and is re-engaged by the same employer within a period of 6 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.

43. SPECIAL RATES

In addition to the rates otherwise prescribed in this award, the following extra rates shall be paid to employees (as defined) in this award.

(a) Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwood, slag wool or other recognised insulating material of a like nature or

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working in the immediate vicinity so as to be affected by the use thereof **44 cents** per hour or part thereof.

(b) Hot Work

An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius - **36 cents** per hour or part thereof; exceeding 54 degrees Celsius - **44 cents** per hour or part thereof.

Where such work continues for more than 2 hours, the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

(c) Cold Work

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius shall be paid **36 cents** per hour.

Where such work continues for more than 2 hours, the employee shall be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this subclause.

(d) Confined Space

An employee required to work in a confined space (as defined) shall be paid **44 cents** per hour or part thereof.

('**Confined Space**' means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation).

(e) Swing Scaffold

A payment of **$2.58** for the first 4 hours or any portion thereof, and **53 cents** for each hour thereafter on any day shall be made to any persons employed:

(i) on any type of swing scaffold, or any scaffold suspended by rope or cable, bosun's chair, etc;

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

Provided that an apprentice with less than 2 years experience shall not use a swing scaffold or bosun's 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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(f) Explosive Powered Tools

An operator of explosive powered tools, as defined in this award, who is required to use an explosive powered tool, shall be paid **84 cents** for each day on which he uses such a tool.

(g) Wet Work

Employees working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water under foot, shall be paid **36 cents** per hour whilst so engaged.

(h) Dirty Work

An employee engaged on unusually dirty work shall be paid **36 cents** per hour.

(i) Towers Allowance

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres, **36 cents** per hour, with **36 cents** per hour additional for work above each further 15 metres.

PROVIDED that any similarly constructed building or a building not covered by Clause 28 - Multi-Storey Allowance, of this award which exceeds 15 metres in height may be covered by this subclause or by Clause 28 - Multi-Storey Allowance, of this award by agreement, or where no agreement is reached, referred to the Tasmanian Industrial Commission.

(j) Toxic Substances

(i) An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

(ii) Employees using such materials will be provided with and shall use all safeguards as are required by Clause 35 - Protection of Employees, of this award and the appropriate Government authority or in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the union and the employer.

(iii) Employees using toxic substances or materials of a like nature shall be paid **44 cents** per hour extra. Employees working in close proximity to employees so engaged shall be paid **36 cents** per hour extra.

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

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(k) Fumes

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between the union and the employer; provided that, in default of agreement the matter may be referred to the Tasmanian Industrial Commission for the fixation of a special rate.

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

(l) Asbestos

(i) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority.

(ii) **PROVIDED** that where such safeguards include the mandatory wearing of protective equipment (ie. combination overalls and breathing equipment or similar apparatus) such employees shall be paid **44 cents** per hour extra whilst so engaged.

(m) Furnace Work

An employee engaged in the construction or alteration or repairs to boiler flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid **95 cents** per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(n) Acid Work

An employee required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork shall be paid **95 cents** per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(o) Bricklayers Laying Other Than Standard Bricks

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

where the blocks weigh over 5.5 kg and under 9 kg	- **36 cents** per hour
where the blocks weigh 9 kg or over up to 18 kg	- **63 cents** per hour
where the blocks weigh over 18 kg	- **90 cents** per hour

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(i) An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that an employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 4 feet (1.2 m) above the working platform.

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

(ii) Stonemasonry Employees

The employer of stonemasonry employees shall provide mechanical means for the handling, lifting and placing of heavy blocks or pay in lieu thereof the rates and observe the conditions prescribed in paragraph (i) above.

(p) Cleaning Down Brickwork

An employee required to clean down bricks using acids or other corrosive substances **33 cents** per hour extra. While so employed employees will be supplied with gloves by the employer.

(q) Bagging

Employees engaged upon bagging brick or concrete structures shall be paid **33 cents** per hour.

(r) Bitumen Work

An employee handling hot bitumen or asphalt or dipping materials in creosote, shall be paid **44 cents** per hour extra.

(s) Plaster or Composite Spray

An employee using a plaster or composition spray shall be paid an additional **36 cents** per hour whilst so engaged.

(t) Slushing

An employee engaged at 'slushing' shall be paid **36 cents** per hour.

(u) Dry Polishing of Tiles

Employees engaged on dry polishing of tiles (as defined) where machines are used shall be paid **44 cents** per hour or part thereof.

(v) Cutting Tiles

An employee engaged at cutting tiles by electric saw shall be paid **44 cents** per hour whilst so engaged.

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(w) Second Hand Timber

Where, whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber he shall be entitled to an allowance of **$1.39** per day on each day upon which his tools are so damaged, provided that no allowance shall be payable under this clause unless it is reported immediately to the employer's representative on the job in order that he may prove the claim.

(x) Roof Repairs

Employees engaged on repairs to roofs shall be paid **44 cents** per hour; provided that in lieu of this rate roof slaters and tilers shall be paid in accordance with the following:

(i) an employee who works on a roof at a height at over 15 metres measured at the loading point of the tiles at ground level to the eaves, shall be paid **33 cents** per hour extra;

(ii) an employee who is required to work on a roof at a height over 15 metres measured at the loading point of the tiles at ground level to the eaves and the pitch of which is over 35 degrees or over 40 degrees in lieu of being paid **33 cents** per hour extra as provided in paragraph (i) above, shall be paid the sum of **44 cents** and **63 cents** respectively.

(y) Computing Quantities

Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees shall be paid an additional **$2.58** per day or part thereof.

PROVIDED that this allowance shall not apply to an employee classified as a Leading Hand or Foreman.

(z) Height Work - Painting Trades

An employee working on any structure at a height of more than 9 metres where an adequate fixed support not less than .75 metres wide is not provided, shall be paid **33 cents** per hour in addition to ordinary rates. This subclause shall not apply to an employee working on a bosun's chair or swinging stage.

This provision shall not apply in addition to the towers allowance prescribed in subclause (i) - Towers Allowance of this clause.

(aa) Underground Allowance

An employee required to work underground for no more than 4 days or shifts in an ordinary week shall be paid an amount of **$1.54** a day or shift in addition to any other amount prescribed for such employees elsewhere in this award.

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PROVIDED that an employee required to work underground for more than 4 days or shifts in an ordinary week shall be paid an underground allowance of **$7.69** per week in addition to the industry allowance and any other amount prescribed for such employee elsewhere in this award.

Where a shaft is to be sunk to a depth greater than 6 metres the payment of the underground allowance shall commence from the surface.

This allowance shall not be payable to employees engaged upon 'pot and drive' work at a depth of 3.5 metres or less.

If an employee is required to work underground for not more than 4 days or shifts in an ordinary week he shall be paid an underground allowance of **$1.54** per day.

If an employee is required to work more than 4 days or shifts in any ordinary week he shall be paid **$7.69** per week, which shall be paid for all purposes of the award.

(bb) Brewery Cylinders - Painters

A painter in brewery cylinders or stout tuns shall be allowed 15 minutes spell in the fresh air at the end of each hour worked by him.

Such 15 minutes shall be counted as working time and shall be paid for as such.

The rate of working in brewery cylinders or stout tuns shall be at the rate of time and one half. When an employee is working overtime and is required to work in brewery cylinders and stout tuns shall, in addition to the overtime rates payable, be paid one half of the ordinary rate payable as provided by Clause 8 - Wage Rates.

(cc) Certificate Allowance

A tradesman who is the holder of a Scaffolding Certificate or Rigging Certificate issued by the Workplace Standards Authority and is required to act on that certificate whilst engaged on work requiring a certificated person shall be paid an additional **36 cents** per hour.

Provided that this allowance shall not be payable cumulative on the allowance for swing scaffolds.

(dd) Cutting Bricks

One bricklayer on each site to operate the cutting machine and to be paid **44 cents** per hour or part thereof while so engaged.

(ee) Spray Application - Painters

An employee engaged on all spray applications carried out in other than a properly constructed booth approved by the Workplace Standards Authority shall be paid **36 cents** per hour extra.

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(ff) Conditions Respecting Special Rates

(i) The special rates prescribed in this award shall be paid irrespective of the times at which work is performed and shall not be subject to any premium or penalty conditions.

(ii) Where more than one of the above rates provides payments for disability of substantially the same nature then only the highest of such rates shall be payable.

This limitation does not apply to the 'all purpose' special rates and allowances in subclause (hh)(i), (ii), (iii) and (iv).

(gg) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority.

PROVIDED that where such safeguards include the mandatory wearing of protective equipment (ie. combination overalls and breathing equipment or similar apparatus) such employees shall be paid **44 cents** per hour extra whilst so engaged.

(hh) In addition to the rates otherwise prescribed in this award, the following allowances shall be paid to all employees in this award.

(i) Hydraulic Hammer

An operator of a hydraulic hammer attached to an excavator shall be paid an extra, all purpose **60 cents** per hour.

(ii) Greaser Carrying Oils

An employee required by the employer to carry any fuels, oils and/or greases in the employees own vehicle for use in the employer's plant shall be paid **$5.95** per day in addition to any amount payable under Clause 16 - Fares and Travelling for each day the employee is so required by the employer to carry such materials.

(iii) Pile Driving

Where a mobile crane of in excess of 15 tonnes is required to perform pile driving on any site or installation, or is required to be involved in the extraction process, the operator shall receive a payment of a disability allowance of **$8.20** per day or part thereof.

(iv) Where two or more forklifts or cranes are engaged on any lift the drivers thereof shall be paid an additional amount at the rate of **$1.79** per day for each day or part thereof so occupied.

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(ii) Tunnel Work

An employee engaged in tunnel work and required to work underground (other than 'pot and drive' work at a depth of 4 metres or less) or in shafts with a cross-sectional area of less than 14 square metres, which will be sunk to a depth greater than 6 metres, or in trenches more than 2 metres depth and less than 1 metre in width shall be paid as at the rate of **$1.46** per day or shift.

44. 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) Bricklayers

Scutch combs
Hammers (excepting mash and brick hammers)
Rubber mallets
'T' squares

(b) 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

(c) Stonemasons

(i) The employer shall provide all cutting tools, except mash hammers, squares, pitching tools and straight edges up to 1.2 metres in length.

(ii) If cutting tools are not provided the employer shall pay 3 cents per hour additional to the wage rates herein prescribed.

Employers shall sharpen, in a proper manner, all necessary tools. On completion of engagement, all cutting tools provided by the employee shall be sharpened or an allowance made in lieu thereof.

(iii) All pneumatic surfacing machines and lathes shall be fitted by the employer with jet sprays or some other suitable device for keeping the stone wet.

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(d) Plasterers

(i) The employer shall supply all floating rules, trammels, centres, buckets and sieves, stands for plasterers' mortar boards not less than 2 feet 6 inches from the ground or where practicable and safe from a scaffold level shall be provided for the plasterer by the employer when requested.

(ii) Plasterers shall be provided with overalls when required to brush on to walls and ceilings, bondcrete, plasterweld or similar substances.

(iii) The approved brush and roller to perform the work in paragraph (i) of this subclause shall be provided by the employer.

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

Supply of overalls, gloves, boots

(i) Gloves shall be supplied when employees are engaged on repair work and shall be replaced as required, subject to employees handing in the used gloves.

(ii) Boots shall be supplied upon request of the employee after 6 weeks employment, the cost of such boots to be assessed at $20.00 and employees to accrue credit at the rate of $1.00 per week.

Employees leaving or being dismissed before 20 weeks employment shall pay the difference between the credit accrued and the $20.00.

The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the employee not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer. Upon issue of the boots, employees may be required to sign the authority form in or to the effect of the annexure to this clause. Boots shall be replaced each 6 months, dating from the first issue.

(iii) Where necessary, when bricklayers are engaged on work covered by Clause 43 - Special Rates, subclauses (m) and (n) of this award, overalls will be supplied upon request of the employee and on the condition that they are worn while performing the work.

(f) Annexure to Clause

The employee claiming the supply of boots in accordance with subclause (e), paragraph (ii) of this clause may be required to sign a form giving an authority to the employer in accordance with the following:

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Deduction Form

..... acknowledge receipt of 1 pair of boots provided in accordance with the provisions of subclause (e), paragraph (ii) of this clause. Should the full cost of the boots ($20.00) not be met by accumulation of credit (at the rate of $1.00 per week) from ..... I authorise deductions from any monies due to me by my employer ..... of an amount necessary to meet the difference between the credit accrued and $20.00

Signed .....

Dated .....

(g) All Employees

(i) All power tools and steel tapes over 6 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 employment an employee is required to use muriatic acid he shall be provided with protective clothing.

(iv) The employer shall make available for the use of carpenters and joiners during working hours, a suitable grindstone or wheel together with power (hand or mechanically driven) for turning it. If a grindstone or wheel is not made available the employer shall pay to each carpenter or joiner $3.50 per week in lieu of same.

(v) An employer shall provide on all construction jobs in town and cities, and elsewhere where reasonably necessary and practicable (or if requested by the employee) a suitable and secure waterproof lock-up solely for the purpose of storing employees' tools, and on multi-storey and major project jobs the employer shall provide, where possible, a suitable lock-up for employees' tools within a reasonable distance of the work area of large groups of employees.

(h) Equipment Operators

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

45. TIME RECORDS

Each employer shall keep a record, from which can be readily ascertained the name of each employee and his classification, the hours worked each day, and the wages and

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allowances paid each week. The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours, at the employer's office, or other convenient place.

PROVIDED that:

(a) an inspection shall not be demanded unless the Secretary of the union suspects that a breach of this award has been committed;

(b) the employer shall record the location of the job if it is outside the radius specified in Clause 16 - Fares and Travelling of this award.

46. TOOLS AND LOCKERS

(a) Each carpenter shall provide himself 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, 3 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.

(b) Each joiner shall provide himself 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, scriber, bradawl.

(c) Each plasterer shall provide himself with and maintain -

(i) Solid plasterer:- Lockup tool box, hawk, wooden floats - one large 300 mm (12") x 110 mm (4 1/2") x 18 mm (3/4) thick (max.), one fining 150 mm (6") x 100 mm (4") x 18 mm (3/4") thick, 1 angle 350 mm (14") x 62 mm (2 1/2") x 18 mm (3/4") thick, 6 various small floats, one steel light-weight setting trowel, one floating trowel, one gauging trowel, one splashing trowel, small tool brush, small tool, claw hammer, hatchet, cold chisel, spirit level (approx. 900 mm (3'), plumb bob, steel squares, 300 mm (12") x 200 mm (8"), 225 mm (9") x 150 mm (6"), 900 mm (3') rule, tin snips, chalk-line, setting brush 150 mm (6"), grass floating brush, joint rule, brick buster.

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(ii) Metal studs and suspended ceiling kit:- Lockup tool box, file, square, keyhole saw, screwdriver 200 mm (8"), two 9 mm (3/8") open-end spanners, plus tools as under fibrous plaster and drywall tool kit.

(iii) Fibrous plaster and drywall tool kit:- Lockup tool box, pencil, hawk, small tool, trowel, angle trowel, hammer, hatchet, wood chisel, spirit level, plump bob, tin snips, chalk-line, stopping brush 150 mm (6"), small tool brush, sanding float, stanley knife, wood saw, cornice saw, plaster sheet saw, hacksaw, nail punch, broad knife 75 mm (3"), pliers, nail bag, broad knife 25 mm (1"), 900 mm (3') rule, joint rule 200 mm (8"), joint rule 100 mm (4").

(d) Each bricklayer shall provide himself with and maintain a lockup tool box, brick trowel, pointing trowel, spirit level 750 mm (30"), club hammer, one plumb rule 1500 mm (60"), brick hammer, brick bolster, scutch hammer, line and pins, tingle plate, 900 mm (3') rule and pencil, bannister broom 9 mm (3/8") single jointer, 9 mm (3/8") double jointer, one cold chisel.

(e) Each ceramic tiler shall provide himself with and maintain a lockup tool box, pincersbeak, round and side cutters, nippers rub-stone, picking hammer, screwdrivers, scribe cutter, pointing trowel, gauging trowel, 3.6 m (12') tape, scutch hammer.

(f) Each roof tiler shall provide himself with and maintain a lockup tool box, a pair of pincers for cutting tiles, pair of tin snips, hammer and nail pocket, hatchet, line, tape, hide aprons, scutch hammer, chalk-line, rule, pencil, trowel beading, trowel pointing, saw, broom (cleaning down), bucket cutting knife (sarking), block iron, tile cutting machine.

(g) Each signwriter shall provide himself with and maintain a lockup tool box, mahl-stick, rule, compass, dividers, straight edge, chalk-line, rule or steel tape not exceeding 3.6 m (12'), sable and other writers' pencils, pencils, tracing wheel, chamois leather, silk screen stencil knife, gilding cushion, mot, knife tip and any 'T' square up to 750 mm (30"), dagger and sword liner, all brushes up to 37 mm (1 1/2") width.

(h) Each painter and decorator shall provide himself with and maintain a lockup tool box, a lay-brush, scissors, rule, plumb bob, chalk- line, pencils, rule and/or steel tape not exceeding 3.6 m (12'), trimming knife (if he requires such an instrument) and also with surface and joint rollers in addition to those tools supplied as a painter.

(i) Each painter shall provide himself with and maintain a lockup tool box, and ordinary dusting brush and all necessary stripping and stopping knives, hammer, hacking knife, screwdriver and glazing knife, rule or steel tape not exceeding 3.6 m (12'). The employer shall provide all other brushes that may be necessary.

(j) Each glazier shall provide himself with and maintain a lockup tool box, 2 putty knives (one facing, one stripping), 12 mm (1/2") wood chisel, light claw hammer, pair of pincers, duster, nail punch, hacking knife, heavy claw hammer, 900 mm (3') folding rule, pair of 250 mm (10") snips, medium screwdriver, heavy punch, centre

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punch, prick punch, broad knife, marking line 18 m (60') and 3.6 m (12'), steel tape. The employer shall supply gas cutters to leadlight glaziers.

(k) The employer shall provide on each job, a secure weatherproof locker solely for the purpose of storing employees' tools.

47. VARIATION OF MEAL BREAKS

PROVIDED further, that where because of the area or location of a project the majority of on-site employees on the said project request, and site management agrees to the request, the period of the meal break may be shortened to not less than thirty minutes with a consequential adjustment to the daily time of cessation of work, subject to the following procedure being observed:

(a) the employer shall, within 24 hours from when he reaches agreement with his employees, notify by letter or telegram, the unions registered to represent all the occupations he has working on the site (and who have reached agreement with him) of the site decision to vary the meal break;

(b) the employer shall also inform any registered organisations of employers to which he belongs of this agreement;

(c) a period of 5 ordinary working days shall be allowed to pass from the day on which the employer informs the unions before the agreement is implemented;

(d) such an agreement shall be put into effect after passage of the 5 day period of notice unless a party to the award with membership involved in the agreement refers the matter to the Tasmanian Industrial Commission, in which event the agreement will not be implemented until a decision is made by the Tasmanian Industrial Commission, or a further period of 5 ordinary working days has passed, whichever is the shorter.

48. WEEKEND WORK

(a) Overtime work on Saturday shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.

(b) All time worked on Sundays shall be paid for at the rate of double time.

(c) An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least 3 hours work on a Saturday or 4 hours on a Sunday or shall be paid for 3 hours on a Saturday or 4 hours on a Sunday at the appropriate rates.

(d) An employee working overtime on Saturday, or working on a Sunday, shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.00am and 11.00am.

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(e) An employee working overtime on a Saturday, or working on a Sunday, shall be allowed a paid crib time of 20 minutes after 4 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.

(f) In the event of an employee being required to work in excess of a further 4 hours, he shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

R.J. Watling
COMMISSIONER

19 September 1991