



JOINERS (STATE) AWARD

Level 3, 222 Pitt Street Sydney NSW 2000

PO Box A2178 Sydney South NSW 1235

Telephone: 02 8267 4365

Fax: 02 8267 4225

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1. TITLE

This award shall be known as the Joiners (State) Award.

3. AREA, INCIDENCE AND DURATION

- (a) This award shall take effect from the first full pay period on or after (date) and shall remain in force for a period of twelve months.
- (b) This award has been reviewed pursuant to section 19 of the Industrial Relations Act 1996. The changes made pursuant to the review shall take effect from the first full pay period on or after (date of decision).
- (c) This award shall apply to all persons employed in the State of New South Wales, excluding the County of Yancowinna, in the classifications in Clause 10, Rates of Pay, engaged on joinery work (as defined) and construction work (as defined).

This award shall not apply to persons employed under the National Building and Construction Industry Award 2000, and the National Joinery and Building Trades Products Award and Building and Construction Industry (State) Award.

4. ANTI-DISCRIMINATION

- 4.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.

4.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

(A) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(B) Section 56(d) of the Anti-Discrimination Act 1977 provides:

“Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

5. AWARD MODERNISATION

- (a) 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.

- (b) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions.
 - (i) Acceptance in principle that the new award skill level definitions will be more suitable for the needs of the industry, more truly reflective of skill levels and the tasks now performed and generally more broadly based, incorporating the ability of an employee to perform a wider range of duties where appropriate.
 - (ii) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
 - (iii) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.
- (c) The parties agree that the working party will continue to meet the aim of modernising the award.

6. STRUCTURAL EFFICIENCY

- (a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity, level of service and competitiveness of the industry covered by this award and to enhance the career opportunities and job security of employees in the industry.
- (b) The parties to this award recognise the diversity of activity in the industry and are committed to maintaining and enhancing the flexibility of operations, deployment and transfer of employees which have been traditional in the industry.
- (c) An employee may be directed to carry out such duties and use such tools as may be required and which are within the limits of the employee's skill, competence and training, including, but not limited by, duties which are incidental and peripheral to the employee's main task or function.
- (d) An employee may be directed to transfer to another job or location, or onto or off a building site at the discretion of the employer.

- (e) An instruction issued by an employer pursuant to subclauses (c) and (d) shall be consistent with the employer's responsibility to provide a healthy and safe working environment.
- (f) Enterprises shall establish consultative mechanisms and procedures appropriate to their size, structure and need for consultation and negotiation of matters affecting their efficiency and productivity.

7. DEFINITIONS

- 7.1 **“Assembler A”** means an employee who, in manufacturing any article, is:
 - (a) wholly engaged in assembling prepared pieces of timber or other material (which is dressed, morticed, tenoned or otherwise prepared by machining) by cramping, nailing, screwing, gluing or fastening in any way;
 - (b) not responsible for the dimensions of the article, other than by checking with gauges or other measuring instruments, but may be required to trim, dress and/or sand such prepared articles (excepting the fitting of joints) in accordance with instructions given by a carpenter and/or joiner.
- 7.2 **“Assembler B”** means an employee engaged exclusively on repetitive assembly of joinery components on any automatic, semi-automatic or single purpose machine and whose work may include:
 - (a) the repetitive assembling of component parts of any article in predetermined positions in which no fitting or adjustment is required;
 - (b) the attachment of accessories, such as window fasteners, casement stays or balances, to articles in predetermined prepared positions, provided that no such employee shall be responsible for the setting up of machinery or the dimensions of the products.

- 7.3 **“Carpenter and Joiner”** means an employee employed as a carpenter and/or joiner upon shopfitting work or construction work (as defined) and upon any work ordinarily performed by carpenters and/or joiners in any workshop, establishment or yard not located as an “on-site” building project. 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;
 - (e) the erection of suspended ceilings, except where wet plaster is used;
 - (f) the erection of metal windows or doors;
 - (g) the manufacture, installation, alteration and/or repair of shopfronts, show cases, exhibitor’s stands, and interior fittings and fixtures in or on buildings, and the erection or 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 paragraphs (c) and (d) of this subclause;
 - (ii) nothing in this definition shall be construed as giving a carpenter an exclusive right to work specified in paragraphs (c), (d) and (e) of this subclause.
 - (h) pre-cutting or prefabricating of buildings, including the actual erection of a building using prepared sections or components;
 - (i) the preparatory work and the fixing and installation of joinery, including kitchen cabinets, and cabinets covered by 7.12(e).

- 7.4 “**Casual Employee**” means an employee who is engaged and paid as such.
- 7.5 “**Commission**” means the Industrial relations Commission of New South Wales.
- 7.6 “**Confined Space**” means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 7.7 “**Construction Work**” when performed under this award shall include, without being limited to, the erection, ornamentation, repair, demolition, renovation and maintenance (except as provided by subclause 10.2) of buildings and/or structures, including the making. Preparing, assembling or fixing of all woodwork and fittings in connection therewith, the making, preparing, assembling and fixing of any material necessitating the use of trade tools or machines, and the prefabricating of a building in an open yard.
- 7.8 “**Employee**” means a person employed under the terms and conditions of this award, including apprentices.
- 7.9 “**Joiner**” means a person employed under this award as a tradesperson joiner on joinery work other than in classifications defined elsewhere in this clause and includes a tradesperson employed in a joinery shop engaged in cutting and glazing all types of glass up to and including 6.35 mm in thickness.
- 7.10 “**Joiner Special Class**” means an employee employed on complex, intricate, special or detail work as a normal part of their duties.
- 7.11 “**Joinery Shop**” means an establishment wherein joinery work is performed, provided such establishment is not located on an “on-site” construction project.
- 7.12 “**Joinery Work**” means all work performed in a joinery shop (as defined) and such work shall be performed exclusively by the classifications contained within this award and includes the preparation, decoration and assembling of joinery or building components in timber or other recognised building and joinery material in the shop, factory or yard of employers bound by this award. Without limiting the foregoing, joinery shall include:
- (a) the manufacture of all building components, fittings or fixtures in any material to be used in or fixed to any building and any work incidental thereto;

- (b) any work normally performed by a joiner and any process of manufacture which has superseded or will supersede any such work;
- (c) the assembling, gluing and fixing of any joinery or parts thereof and the machining of joinery done by a joiner incidental to their other work;
- (i) the manufacture of all built-in cupboards, kitchen cupboards (save for those excluded by paragraph (e) of this subclause) and all built-in shelving, counters, benches, laboratory cupboards, letter boxes, shopfitting, and all other built-ins.

For the purpose of this paragraph, “**built-in**” means in relation to an article that is of a kind used in the construction, reconstruction, renovation, alteration or repair of and wrought into or attached to any building, structure or other fixture and, without limiting the generality of the foregoing, shall include:

- Cold rooms or part thereof.
- Cornice boxes, cornice rods and rails.
- Counters of shops, bars, banks, etc., including counters consisting partly of glass.
- Drawers for fixtures and all parts, whether or not movable or fixtures.
- Windows, or parts thereof, in any material.
- Fly-screens.
- Doors of any kind and in any material, including garage doors, glazed and/or mirror doors and fly-screen doors.
- Ironing boards, attached.
- Mullions.
- Prefabricated housing parts, including roof trusses and wall frames.
- Joinery and turnery for seesaws, swings etc.
- Alcove seats, attached.
- Bar bottle racks, attached.
- Arches.
- Balustrades.
- Cupboard doors and fronts.
- Dressers, attached.
- EC cabinets and seats.
- Mantle brackets and mantle shelves.
- Panelling, partitions and screens.

- Plate racks, attached.
- Roller grilles.
- Shaving cabinets.
- Shelf brackets.
- Shop fronts.
- Sideboards, attached.
- Shower screens in any material.
- Wall seats.
- Wash troughs.

(d) the manufacture of kitchen cabinets, provided that this exclusive right to the manufacture of kitchen cabinets shall not extend to employees of the following companies:

- Trendsetter Kitchens
- Custom-built Kitchens
- Fleur de Lys
- Continental Kitchens
- Trim Kitchens
- Gallagher Neilsens
- Individual Kitchens
- Kitchen Fine
- Norford Industries
- Fred grotto Kitchens
- Pepper Kitchens
- Atel
- Style Kitchens
- Umic products
- Nordane Kitchens
- Keen Kitchens
- Kitchen Industries
- Thorwood Kitchens
- Custom tone Kitchens
- Tripolone Kitchens
- Brymer Industries
- Kitchenmaster
- Cummins Kitchens
- Pioneer Kitchens
- Kevin Adams Kitchens
- Rocca Kitchens
- Combined Kitchens

Provided that the exclusive rights to the manufacture of kitchen cabinets shall not prevent manufactures of furniture from manufacturing kitchen when such manufacture is incidental to the manufacture of furniture. Provided that the manufacture of kitchen cabinets does not involve the employment of persons on such work who are

in excess of 20 percent of the manufacturer's cabinetmaker workforce.

Further provided that all on-site work in or in connection with kitchen cupboards or cabinets, whether or not manufactured in accordance with the foregoing exception, shall be the exclusive right of carpenters and/or joiners and not members of The Furnishing Trades Society of New South Wales.

- (e) Any process which replaces any of the above, or any work done by employees who substantially perform work described above, or any work described above which is done in timber or metal or plastic or any material replacing same.

7.13 **“Leading Hand”** means an employee responsible for directing and/or supervising the work of other persons.

7.14 **“Operator of explosive-powered Tools”** means an employee qualified in accordance with the laws and regulations of the State to operate explosive-powered tools.

7.15 **“Shopfitters or Shopfitter and Joiner”** means a person engaged upon shopfitting or shopfitting and joinery work and upon any work ordinarily performed by shopfitters or shopfitters and joiners in any workshop, establishment, yard or site as defined in this clause. Without limiting the generality of the foregoing, the work of shopfitter or shopfitters and joiners may include:

- (a) work in connection with prefabricated units;
- (b) the erection of curtain walling and the fixing of external wall cladding;
- (c) the erection of metal windows or doors;

(d) all work including the use of whatever tools and material are necessary in regard to the manufacture, installation, alteration and/or repair of shopfronts, showcases, exhibitors stands and interior fittings and fixtures (including counters, shelves, cupboards, vanities, robes, etc.,) in or on buildings and the erection or installation of partitions including partitions involving wrap-around glazing and the erection or installation of partitions including the inserting of glass panels where the glass is 6.35 mm or less in thickness by beads or moulds or other dry glazing methods.

7.16 **“Shop work”** or **“Factory work”** means any work performed in a workshop or factory or yard not located as an on-site building project.

7.17 **“The Act”** means the Industrial Relations Act 1996, as it may be amended from time to time.

7.18 **“Union”** means the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

7.19 **“School based apprentice”** is an employee who is undertaking an apprenticeship recognised by the State Training Authority, under a training contract while also studying for the Higher School Certificate. The school based apprenticeship may commence upon the completion of Year 10 School certificate exams. Such school based apprenticeships undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

8. TERMS OF EMPLOYMENT

8.1 Employees, except casual employees shall be employed by the week.

8.2 The employment of an employee, except a casual employee, may be terminated by the employer or the employee giving one weeks notice, or by payment or forfeiture, as the case may be, of one weeks wages in lieu of notice.

8.3 Nothing in this clause shall effect the right of an employer to dismiss an employee without notice for refusal of duty or wilful misconduct.

9. RATES OF PAY

- 9.1 In order to maintain a basis of uniformity, current rates of pay and general conditions of employment for classifications in this award are based on the rates of pay and general conditions of employment for corresponding classifications in the award of the Australian Industrial Relation Commission known as the National Joinery and Building Trades Products Award 1993.
- 9.2 Except as elsewhere provided in this award, the minimum weekly rate of pay for an employee (other than an apprentice or junior) in a classification or class of worker specified in paragraph (b) of this subclause shall be:
- (a) The base rates of pay and supplementary payments for the broadbanded groups, as set out in Table 1 – Wages, of Part B, Monetary Rates, plus
 - (b) the Industry Allowance as prescribed in Clause 17 plus the Tool Allowance, as prescribed by Clause 18 (where applicable).
- 9.3 The rates of pay in this award include the adjustments payable under the State Wage Cases of May 2001. These adjustments may be offset against:
- (a) any equivalent overaward payments and/or
 - (b) award wage increases since 29 May 1991 other than Safety Net, State Wage and minimum rates adjustments.
 - (c) Broadbanded Group Definitions and Skill Level Descriptions

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

(i) **GROUP 1 EMPLOYEE**

An employee at this level will undertake up to thirty-eight hours induction training which may include information on the company, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plan layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and, to the level of their training:

1. performs work as directed;
2. performs routine duties essentially of a manual and repetitive nature;
3. is responsible for the quality of their own work, subject to direct supervision;
4. works in a safe manner so as not to injure themselves or other employees;
5. is able to solve basic problems associated with their work
6. whilst undertaking structured training performs work within the scope of that training, subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- Carry out general labouring and cleaning duties from written or verbal instructions:
- Provide assistance to other employees at this or other skill levels within their level of skill and training;
- Any other tasks as directed in accordance with their level of skill and training.

Classifications applying to this group prior to the implementation of the broadbanded groups:

Not Applicable

(ii) **GROUP 2 EMPLOYEE**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Group 1 and, to the level of their skill and training;

1. perform work as directed;
2. exercise limited discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. understand and undertake basic quality control/assurance procedures, subject to supervision;
5. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- Repetitive fixing of pre-made components or parts of any article in pre-determined ways, using basic written, spoken and/or diagrammatic instructions;
- Repetition work on automatic, semi automatic or single purpose machines or equipment;
- Uses selected hand tools and hand operated power tools;
- Maintains simple records;
- Manual handling skills;
- Uses hand trolleys and pallet trucks;
- Problem solving skills.

Classifications applying to this group prior to the implementation of the broadbanded groups:

Assembler B. Where such an employee performs the duties specified in 7.2 only.

(iii) **GROUP 3 EMPLOYEE**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Group 2 and, to the level of their skill and training:

1. perform work as directed;
2. exercise limited discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. understand and undertake basic quality control/assurance procedures, subject to supervision;
5. perform routine duties which may involve the use of machinery or tools;
6. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- Produces standard components operating machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Group 2;
- Ability to interpret and follow standard procedures;
- Operates flexibly between assembly stations;
- Receiving, despatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components;
- Basic inventory control in the context of a production process;
- Basic keyboard skills;
- Operation of mobile equipment including forklifts, hand trolleys, pallet trucks;
- Overhead crane and winch operation;
- Ability to measure accurately;
- Assists one or more tradespersons;
- Problem solving skills.

Classifications applying to this group prior to the implementation of the broadbanded groups:

- Assembler B. Where such an employee performs a wider range of duties and more complex tasks as identified in this group;
- Assembler A. Where such an employee performs the duties specified in 7.1 only.

(iv) **GROUP 4 EMPLOYEE**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at group 3 and, to the level of their skill and training:

1. perform work as directed;
2. exercise discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. are responsible for the quality of their own work, subject to limited supervision;
5. work from more complex standards and procedures;
6. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- Carries out tasks from basic plans sketches and drawings in conjunction with appropriate written or verbal instructions;
- Operates materials handling equipment requiring a licence or certificate;
- Sets up and operates and adjusts machinery to produce more detailed components to exact specifications and standards;

- Fixes components or parts in pre-determined ways and is able to undertake simple rectification work to jobs in progress;
- Provides assistance to other employees at this and other skill levels within their level of skill and training;
- Any other tasks as directed in accordance with their level of skill and training;
- Ability to complete simple clerical tasks;
- Ability to select suitable methods for completing tasks and plan the order in which to complete them;
- Keyboard skills at a level higher than that of an employee at Group 3;
- Lubrication of production machinery equipment;
- Problem solving skills.

Classifications applying to this group prior to the implementation of the broadbanded groups:

- Assembler A. Where such an employee performs a wider range of duties and more complex tasks, as identified in this group.

(v) **GROUP 5 EMPLOYEE**

An employee to be classified at this level will hold a trade certificate, Tradesperson's Rights Certificate, have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Group 4 and, to the level of their skill and training:

1. understand and apply quality control techniques;
2. are able to inspect products and/or materials for conformity with established operational standards;
3. exercise good interpersonal communication skills;

4. exercise discretion and utilise basic fault finding skills in the course of their work;
5. work in a safe manner so as not to injure themselves or other employees;
6. perform work under limited supervision either individually or in a team environment;
7. conduct training in conjunction with a skilled trainer as required;
8. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- Carries out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
- Selects materials and operates machinery and/or equipment to produce articles in accordance with trade standards;
- Identifies and initiates relevant action to obtain materials, tools and machinery requirements for a particular job;
- Maintenance and use of hand held pneumatic, power and personal tools;
- Understands and undertakes basic quality control/assurance procedures on the work of employees in lower classifications;
- Assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- Exercises keyboard skills at a level higher than Group 4;
- Operates all lifting equipment incidental to his/her work;
- Performs non-trade tasks incidental to his/her work;
- Performs work which, while primarily involving the skills of an employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or

peripheral work would not require additional formal technical training;

- Approves and passes first-off samples and maintains quality of product;
- Operates, sets up and adjusts all production machinery in a plant to the extent of his/her training;
- Can perform a range of maintenance functions;
- Understands and applies computer techniques as they relate to production process operations;
- High level of stores and inventory responsibility beyond the requirements of an employee at group 4;
- Any other tasks as directed in accordance with their level of skill and training.

Classifications applying to this group prior to the implementation of the broadbanded groups

Joiner as defined in 7.9

(vi) **GROUP 6 EMPLOYEE**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Group 5 and, to the level of their skill and training:

1. perform work under general supervision either individually or in a team environment. Are able to examine, evaluate and develop solutions to problems within the scope of this level;
2. understand and implement quality control techniques and are responsible for the quality of their work and are able to identify faults in the work of others at this or lower levels;
3. exercise discretion and utilise fault-finding skills in the course of their work;

4. work in a safe manner so as not to injure themselves or other employees. Are able to identify hazards and unsafe work practices which may affect others in the team environment;
5. exercise good interpersonal skills;
6. provide guidance and assistance as part of a work team;
7. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

- Reads, interprets and calculates information from production drawings, prints or plans;
- Assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- Exercises trades skills relevant to the requirements of the enterprise at a level higher than an employee at Group 5;
- Operates a wide range of complex machines or equipment in the workplace;
- Ability to apply relevant legislation to work of self and others;
- Any other tasks as directed in accordance with their level of skill and training;

Classifications applying to this group prior to the implementation of the broadbanded groups:

- Carpenter and/or Joiner, as defined in 7.3
- Shopfitter or Shopfitter and Joiner, as defined in 7.15
- Joiner Special Class, as defined in 7.10

(vii) **GROUP 7 EMPLOYEE**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a

competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Group 6 and, to the level of their skill and training:

1. exercise the skills attained through satisfactory completion of the training and standard prescribed for this classification;
2. provide guidance and assistance as part of a work team;
3. assist in the provision of training in conjunction with supervisors and trainers;
4. understand and implement quality control techniques and are responsible for the quality of their work and are able to identify faults in the work of others at this or lower levels;
5. work in a safe manner so as not to injure themselves or other employees. Are able to identify hazards and unsafe work practices which may affect others in the team environment;
6. exercise excellent interpersonal skills;
7. perform work under limited supervision either individually or in a team environment;
8. exercise discretion within their level of training.

Indicative of the tasks which an employee at this level may perform are the following:

- Exercises high precision trade skills using the various materials and/or specialised techniques;
- Performs operations on a CAD/CAM terminal in the performance of routine modifications.

Classifications applying to this group prior to the implementation of the broadbanded groups:

Not Applicable

- 9.4 A person specifically appointed to be a leading hand (as defined) shall be paid as set out in Item 1 of Table 2 – other rates and Allowances, of Part B, Monetary Rates in addition to the rate of the highest classification supervised, or the employee's own rate, whichever is the higher.

9.5 Rate of Pay Junior and Apprentices

(a) Rates of Pay - Juniors

The minimum ordinary rate of pay for juniors shall be as set out in Table 1 – Wages of Part B, Monetary Rates.

(b) Rates of Pay – Indentured Apprentices

- (i) The minimum rates of wages for four-years apprentices shall be as a set out in Table 1 – Wages of Part B, Monetary Rates.
- (ii) Any person under 21 years of age entering the trade of shopfitting and/or joinery who has completed the pre-apprenticeship in either of those trades, of 36 weeks duration and conducted by the Department of Technical and Further Education, shall serve a 33-month period of apprenticeship and the wage shall commence at the second-year rate and continue for a period of nine months, at which time the apprentice shall be progressed to the third-year rate.

(c) Rates of Pay – Trainee Apprentices

- (i) The minimum rates of wages for four-years apprentices shall be as a set out in Table 1 – Wages of Part B, Monetary Rates.
- (ii) Any person under 21 years of age entering the trade of shopfitting and/or joinery who has completed the pre-apprenticeship in either of those trades, of 36 weeks duration and conducted by the Department of Technical and Further Education, shall serve a 33-month period of apprenticeship and the wage shall commence at the second-year rate and continue for a period of nine months, at which time the apprentice shall be progressed to the third-year rate.

9.6 School Based Apprentices

(i) Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice, provided that such apprentice satisfies the requirements of the Vocational Training Order issued by the NSW

department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.

- (b) The rates of pay are based on a standard apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

- (ii) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale as set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.

- (iii) Conditions of Employment

- (i) Except as provided by this award, school based apprentices are entitled to entitlements and all other conditions of employment contained in this award.
- (ii) The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full time apprentice.
- (iii) For the purposes of this sub clause, off-the-job training is structured training delivered by a registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (iv) The duration of the apprenticeship shall be specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

- (iv) Disputes and Disciplinary Matters

The settlement of disputes provisions of the award, subject to the provisions of the *Apprenticeship and Traineeship Act 2001*, shall apply for the resolution of disputes and

disciplinary matters. This means that in the event that a dispute cannot be resolved at an enterprise level in accordance with the settlement of dispute provisions of the award it will first be referred to the Vocational Training Tribunal in accordance with the *Apprenticeship and Traineeship Act 2001*. Then if necessary it will be referred to the Industrial Relations Commission of NSW.

(v) Rate of Pay for school based apprentice

- (i) The hourly rates for full time apprentices as set out in this award, shall apply to school based apprentices for total hours worked including time deemed to be spent off-the-job.
- (ii) For the purposes of subclause (i) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25% of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iii) Where this award specifies a weekly rate for full time apprentices the hours shall be calculated by dividing the applicable weekly rate by 38.

(vi) Leave reserved

Leave is reserved to the parties to apply to amend sub clause 9.6 if a Vocational Order relevant to the trade of a school based apprentice is amended without the agreement of the award parties.

10. MIXED FUNCTIONS

- 10.1 Except as provided in subclause 10.2 an employee engaged for more than two hours during one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day. If so engaged for two hours or less during one day, the employee shall be paid the higher rate for the time so worked.
- 10.2 (a) When employees are employed on renovation or structural alterations to the employer's premises (which do not fall under the definition of maintenance), or away from the factory or yard on construction work (as defined), or fixing work on site (as defined), they shall be paid in accordance with the rates, allowances and conditions as prescribed by

the following clauses of the Building and Construction Industry (State) Award:

- Clause 18.1 – Rates of Pay
 - Clause 21 – Inclement Weather
 - Clause 24.1 – Industry Allowance
 - Clause 24.2 – Underground Allowance
 - Clause 25 – Special Rates
 - Clause 37 – Living Away from Home – Distance Work
 - Clause 38 – Travel Allowance
- (b) An employee employed on work in paragraph (a) of this subclause on any part of the day shall be paid the wage rates prescribed for the whole of that day. Where such entitlement occurs on three or more days on any week, such employee shall be paid the wage rate as prescribed for the whole of that week.

11. APPRENTICES

11.1 Trades for which an apprenticeship shall be established are as follows:

- (a) Shopfitting and/or Joinery.
- (b) **“Apprentice Joiner”** means a person employed as an apprentice joiner on all or any aspect of joinery in all or any material and related work.
- (c) **“Apprentice Shopfitter and Joiner”** means a person employed as an apprentice shopfitter and/or joiner upon shopfitting work or joinery work, and upon any work ordinarily performed by shopfitters and joiners in any workshop, establishment, yard or site as defined in this clause. Without limiting the generality of the foregoing, the work of shopfitters and/or joiners may include:
 - (i) work in connection with prefabricated units;
 - (ii) the erection of curtain walling and the fixing of external wall cladding;
 - (iii) the erection of metal windows or doors;

- (iv) all work including the use of whatever tools and materials are necessary in regard to the manufacture, installation, alteration and/or repair of shopfronts, showcases, exhibitor's stands and interior fittings and fixtures (including counters, shelves, cupboards, vanities, robes, etc.) in or on buildings and the erection or installation of partitions including partitions involving wrap-around glazing and the erection or installation of partitions including the insertion of glass panels where glass is 6.35mm or less in thickness by beads or moulds or other dry glazing methods;
- (v) provided that the drawing or shaping of metal is not required in respect of subparagraphs (ii), (iii) and (iv) of this paragraph; and nothing in this definition shall be construed as giving a shopfitter an exclusive right to the work specified in subparagraphs (i), (iii) and (iv) of this paragraph.

11.2 Prohibition of Labouring Work, etc.:

- (a) An apprentice shall be deemed to be working at the trade when the apprentice is working in association with a tradesperson upon the material and with the tools of trade usually used by a shopfitter and/or joiner, as the case may be.
- (b) An apprentice shall not perform any work other than with the materials tools of trade usually used by a shopfitter and/or joiner.

11.3 Fees for attending school or correspondence class shall be paid by the employer by whom the apprentice is employed. Such fees shall be paid at the beginning of each school year.

12. CASUAL EMPLOYMENT

Casual employees, as defined, may be employed under the terms of this award subject to this clause.

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

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

- 12.3 (a) An employee shall not be employed as a casual employee for more than 12 weeks in any 12 months; provided, however, that such period may be extended to meet the following circumstances:
- (i) exceptional work demands;
 - (ii) relieving an employee who is on extended leave or workers' compensation.
- (b) Where it is known by the employer that the employee is a member of the union, the consent of the Secretary of the State Branch of the Union shall be obtained. Provided further that the consent shall not be unreasonably withheld.
- (c) Nothing in Clause 12.3(b) shall be taken to mean that the employer is required to inquire as to the status of any employee's union membership.
- 12.4 For each ordinary hour worked, a casual employee shall be paid the hourly equivalent of the appropriate weekly wage prescribed by this award for the class of work performed, plus an additional 20 per cent of that hourly rate. Such loading is in lieu of annual leave, public holidays not worked, sick leave, jury service and bereavement leave, prescribed for the other employees under this award.
- 12.5 In the event that an employee disputes the legitimacy of any agreement for the extension of casual employment on the grounds it has been obtained through duress or discrimination, such dispute shall be processed through the Settlement of Disputes clause contained in this award.

13. PART-TIME EMPLOYMENT

An employee may be engaged on a part time basis under the terms of this award, subject to this clause.

- 13.1 An employee may be engaged by the week for work on a part-time basis for a constant number of hours which, having regard to the various ways of arranging ordinary hours, shall average less than 38 hours per week.
- 13.2 An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by clause 9 – Rate of Pay, for the classification in which the employee is engaged.

- 13.3 An employee engaged on a part-time basis shall be entitled to all other benefits available to full-time employees arising under this award on a proportional basis, depending on the number of ordinary regular hours worked per week.
- 13.4 A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 24 – Overtime and Special Time.
- 13.5 (a) Where an employer wishes to establish part time employment with an employee, and that employee is known by the employer to be a member of the union the employer shall notify, in writing (i.e. By prepaid post, certified mail, fax, lettergram etc.) the Secretary of the State Branch of the union. Such notification must be forwarded at least ten days before any such arrangement is implemented.
- (b) Nothing in Clause 13.5(a) shall be taken to mean that the employer is required to inquire as to the status of any employee's union membership.
- 13.6 In the event that an employee disputes the legitimacy of any agreement for the establishment of part time employment on the grounds it has been obtained through duress or discrimination, such dispute shall be processed through the Settlement of Disputes clause contained in this award.

14. PIECEWORK

- 14.1 Engagement on a piecework basis may be entered into, provided that:
- (a) payment for such work shall be such as to enable a pieceworker to receive, for an ordinary day's work under piecework conditions, an amount equal to thirty three and one third per cent (33.333%) above the rate that would be paid if the work was done on a weekly basis;
- (b) employees engaged on piecework shall be entitled to all of the conditions of employment prescribed in this award for employees on hourly or weekly rates;
- 14.2 piecework and piecework rates and conditions shall not apply outside the award, except by way of an enterprise award/enterprise agreement registered pursuant to the Industrial Relations Act 1996.

15. UNAPPRENTICED JUNIORS

- 15.1 (a) Subject to as hereinafter provided, an employer may employ unapprenticed juniors in any of the classifications of paragraph 9.2(b) – Rates of Pay. Provided that the proportion is one unapprenticed junior to four adult employees employed in the classification in any one factory. The proportion shall be calculated on the number of adult employees who have been so employed by the employer for the previous six months. Provided further that the aforesaid proportion may be exceeded with the consent in writing of the Secretary of the Union (where applicable) and in accordance with the terms of any such consent.
- (b) This subclause (15.1) shall apply not only at the point of engagement of an unapprenticed junior, but also thereafter. The said proportion, including a variation of that proportion, (with the consent of the Secretary (where applicable) shall not be exceeded at any time even though not exceeded at the time of the engagement of the last engaged unapprenticed junior.
- 15.2 An employer shall, within 14 days of the commencement of employment of an unapprenticed junior, notify the Union Secretary (where applicable) by registered letter of the commencement of employment and of the total number of adult employees and unapprenticed juniors employed by the employer in each classification at the time of the aforesaid commencement.
- 15.3 The union, if at any time it is of the opinion that the employment generally of unapprenticed juniors or the employment in a particular case of unapprenticed juniors or any unapprenticed junior should not be allowed, may apply to the Industrial Relations Commission of New South Wales to which the industries and callings to which this award relates are assigned for determination of any issue arising in relation to such opinion.

16. SUPPORTED WAGE

- (a) Definition

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

- (i) **“Supported Wage System”** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability as documented in “Supported Wage System: Guidelines and Assessment Process”.
 - (ii) **“Accredited Assessor”** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
 - (iii) **“Disability Support Pension”** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social security Act 1991, as amended from time to time, or any successor to that scheme.
 - (iv) **“Assessment Document”** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (b) Eligibility Criteria

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

(The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment).

The Award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organization which has received recognition under section 10 or section 12A of the Act, or if a part only has received recognition, that part.

(c) Supported Wage Rates

Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

| Assessed Capacity (subclause (d)) | % of Prescribed Award Rate |
|--|---------------------------------------|
| 10%* | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

(provided that the minimum amount payable shall not be less than \$45 per week).

* Where a person's assessed capacity is 10 per cent they shall receive a high degree of assistance and support.

(d) Assessment of Capacity

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

- (i) the employer and a union party to the Award, in consultation with the employee or, if desired by any of these;
- (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(e) Lodgement of Assessment Document

- (i) All assessment documents under the conditions, including the appropriate percentage of the award wage to be paid

to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.

All assessment documents shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the registrar within ten working days.

(f) Review of Assessment

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

(g) Other terms and conditions of employment

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

(h) Workplace adjustment

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

(i) Trial Period

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

(ii) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.

(iii) The minimum amount payable to the employee during the trial period shall be no less than \$45 per week.

- (iv) Work Trials should include induction or training as appropriate to the job being trailed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d) hereof.

17. INDUSTRY ALLOWANCE

To compensate for the disabilities associated with the industry an employee shall be paid an Industry Allowance. The rate for the allowance shall be as set out in Item 2 of Table 2 – Other rates and allowances, of Part B, Monetary Rates.

18. TOOL ALLOWANCE

18.1 An employee shall be paid a Tool Allowance. The rate for the allowance shall be as set out in Item 3 of Table 2 – Other rates and allowances, of Part B, Monetary Rates.

Shopfitter and/or joiner apprentices shall be paid a tool allowance as set out in Item 4 of the said Table 2.

Provided that the employer shall provide the following tools when they are required for the work to be performed by shopfitter and/or joiner apprentices:

- Dogs and cramps of all descriptions over 60 cm long, augers of all sizes, star bits not ordinarily used in a brace, hammers (except claw hammers and tick hammers), glue pots and glue brushes, dowel plates, trammels and thumbscrews.
- An employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the costs of tools is reimbursed.
- In the event of an apprentice being dismissed or leaving his/her employment before the cost of the tool kit has been reimbursed, the employer shall be entitled to:
 - (i) deduct from any moneys owing to the apprentice the amount then owing; or

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

Provided further that where a tool allowance is paid to apprentices the employer may, from time to time, inspect tools provided by an apprentice and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the costs thereof from the tool allowance payments thereafter becoming due.

Any question arising out of the provisions shall be referred to the Industrial relations Commission of New South Wales.

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

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

This subclause, however, should not apply to employees employed as at 3 November 1993, or apprentices, unless otherwise agreed between the parties.

19. FARES AND TRAVELLING ALLOWANCE

Where an employee is required to carry out construction work as defined, such employee shall be paid the fares and travelling allowance as per the provisions of Clause 38 – Fares and Travel Patterns Allowance of the Building and Construction Industry (State) Award.

20. SPECIAL RATES

20.1 In addition to the rates otherwise prescribed, the following extra rates shall be paid:

(a) Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof, shall be paid the amount as set out in Item 5 of Table 2.

(b) Hot work

An employee working for more than one hour in the shade where the temperature is raised by artificial means to between 46 and 54 degrees Celsius shall be paid the amount as set out in Item 6 of Table 2 employees working in temperatures exceeding 54 degrees Celsius shall be paid the amount as also set out in the said Item 6.

Where work continues for more than two hours in such temperature exceeding 54 degrees Celsius, the employee shall be entitled to 20 minutes rest after two hours work without loss of pay, not including the special rate by provided by this clause.

The temperature shall be decided by the employer after consultation with the employee who claims the special rate.

(c) Cold Work

An employee working for more than one hour in a place where the temperature is reduced by artificial means to below 0 degrees Celsius shall be paid the amount as set out in Item 7 of Table 2 where such work continues for more than two 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.

(d) Confined Space

An employee required to work in a confined space (as defined) shall be paid per hour or part thereof an amount as set out in Item 8 of Table 2.

(e) Dirty work

An employee engaged in unusually dirty work shall be paid as set out in Item 9 of Table 2.

(f) Second Hand Timber

Whilst working with second-hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber, the employee shall be entitled to an allowance per day as set out in Item 10 of Table 2 on each day upon which the employee's tools are 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 the employee may prove the claim.

(g) Computing Quantities

Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional amount per day or part thereof as set out in Item 11 of Table 2.

Provided that this allowance shall not apply to an employee classified and paid as a leading hand or setter-out.

(h) Fumes

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

(i) Explosive-powered Tools

An operator of explosive-powered tools who is required to use an explosive-powered tool, shall be paid as set out in Item 12 of Table 2 for each day on which such tool is used.

(j) Toxic substances

- (i) Employees 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 the appropriate Government authority or, in the absence of such requirement, such safeguards as are determined 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 per hour extra as set out in Item 13 of Table 2. Employees working in close proximity to employees so engaged shall be paid per hour extra as set out in the said Item 13.
- (iv) For the purpose of this paragraph, toxic substances shall include epoxy-based 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.

(k) Asbestos

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. Such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus). Such employees shall be paid as set out in Item 14 per hour whilst so engaged.

(l) Grindstone Allowance

The employer shall make available for the use of 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 joiner the amount per week as set out in Item 15 of Table 2 in lieu of same.

(m) Asbestos eradication

This paragraph shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

(i) Definition

Asbestos eradication is defined as work on or about a building, involving the removal or any other method of neutralization of any materials which consist of, or contain, asbestos.

(ii) Control

All aspects of asbestos eradication work shall be conducted in accordance with the Occupational Health and Safety regulations.

(iii) Rate of Pay

In addition to the rates prescribed, an employee engaged in asbestos eradication (as defined) shall receive the amount per hour worked as set out in Item 16 of Table 2 in lieu of special rates as prescribed in this clause, with the exception of paragraphs (b), Hot work, (c), Cold Work, and (f), Second-hand Timber, of this subclause.

Other conditions:

The conditions of employment, rates and allowances, except in so far as they are otherwise specified in this subclause, shall be the conditions of employment, rates and allowances of the award as varied from time to time.

20.2 Conditions Respecting Special Rates

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

21. HOURS

21.1 Ordinary Hours of work

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

Ordinary hours shall be worked as a 20 day, four-week cycle of eight hours each on Monday to Friday, inclusive, between the hours of 6.00 a.m. and 7.00 p.m. with 0.4 of one hour of each day worked accruing as an entitlement to take one day in each cycle as a rostered day off, paid for as though worked.

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

- (1) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (2) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (3) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (4) 152 hours within a work cycle not exceeding 28 consecutive days; or
 - (5) any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed; or
 - (6) any other method mutually agreed between employer, employees and branch secretary of the appropriate union (where applicable)
- (b) An employer shall employ a system of rostered days off by any of the following methods:
- (i) by fixing one weekday in a particular work cycle on which all employees will be off; or
 - (ii) by rostering employees off on various days of the week in a particular work cycle so that each employee has one day off during that cycle; or

- (iii) other method which best suits the enterprise and is agreed to by the employer and a majority of employees in the affected factory workshop or section of the enterprise.

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

- (c) Where any rostered day off, prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed in clause 25, Public Holidays and Holiday Work, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle or the next is agreed upon in writing between the employer and the employee.
- (d) each day of paid leave taken (except a rostered day off) and any holiday prescribed in the said clause 25 occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (e) An employee who has not worked, or is not regarded by reason of paragraph (d) of this subclause as having worked, a complete 19-day, four-week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (f) Except where agreement has been reached in accordance with paragraphs (a) and (b) of this subclause, the following procedure shall apply to work on rostered days off:

The prescribed rostered day off or any substituted day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Saturday work in Clause 24, Weekend Work (but shall not be entitled to a day off in lieu thereof.)

21.2 Alternative Working Arrangement

By due consultation and written agreement between the employer, the employees and/or the Branch secretary of the appropriate union (where applicable) ordinary hours of work may be altered from those allowed under this clause, clause 22 – rest Periods, Meals and crib Time, or clause 23 – Overtime and Special Time, to suit the needs of a particular enterprise, factory, workshop or section, subject to:

- (a) the agreement of at least 60 per cent of employees in the section of the enterprise, factory or workshop affected by the change; and
- (b) no employee experiencing a loss of ordinary time pay or status as a result of the alternative arrangement.

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

For the purposes of this subclause, “**section**” means a clearly identifiable production process.

22. REST PERIODS, MEALS AND CRIB TIME

- 22.1 There shall be a cessation of work and of working time, of not less than 30 minutes, for the purpose of a meal on each day, to be taken no less than four hours and no later than six hours after the commencement of work. Existing arrangements may be varied by agreement and such agreement processed under the procedure prescribed in paragraph (c) of subclause 22.1 of clause 20 – Hours.
- 22.2 There shall be allowed, without deduction of pay, a rest period of ten minutes between 9.00 a.m. and 11.00 a.m.
- 22.3 When an employee is required to work overtime after the usual ceasing time the day or shift for two hours or more, the employee shall be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, the employee shall be allowed to take, also without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

- 22.4 Where shift work comprises three continuous and consecutive shifts of eight each per day, inclusive of time worked for accrual purposes as prescribed in clause 20 – Hours and clause 26 – Shift Work, 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 by this award.

The provision of the above subclause shall not apply in the case of an employee who is allowed the rest period prescribed in paragraph 20.1(b) and (c).

- 22.5 For the purposes, “usual ceasing time” is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in the said clauses 22 and 28.

23. OVERTIME AND SPECIAL TIME

- 23.1 All time worked beyond the ordinary time of work, inclusive of time worked for accrual purposes as prescribed in clause 20, hours shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at double time thereafter.

- 23.2 An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rates for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee 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 the employer’s premises to perform a specific job outside the ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- 23.3 If an employer requires an employee to work during the time prescribed by clause 22 – Rest periods, Meals and crib Time, for cessation of work for the purpose of a meal, the employer shall allow the employee whatever time is necessary to make up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time; provided, however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the prescribed cessation time; and provided also that if the cessation time is shortened at the request

of the employee to the minimum of 30 minutes prescribed in the said clause 22, or to any other extent (not being less than 30 minutes) the employer shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of day.

- 23.4 Overtime work performed by shift workers employed on the second or third shifts of a day when two or three shifts are worked shall be paid for at twice the ordinary rates of payment.
- 23.5 No apprentice under 18 years of age shall be required to work overtime or shift work unless the employee so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent attendance at technical school, as required by any statute, award or regulation applicable to the employee.
- 23.6 When an employee, after having worked overtime and/or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with conveyance to the employee's home or to the nearest public transport.
- 23.7 An employee who works so much overtime:
- (a) (i) between the termination of the employee's ordinary work day or shift and the commencement of the employee's ordinary work in the next day or shift that the employee has not had at least ten consecutive hours off duty between those times; or
 - (ii) on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having ten consecutive hours off duty in the 24 hours preceding the employee's next ordinary day or shift, shall, subject to this subclause, be released after completion of such overtime until the employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (b) If, on the instruction of the employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall be entitled to be absent until the employee has had ten consecutive hours of duty without loss of pay for ordinary working time occurring during such absence.

- (c) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift workers is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

23.8 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement, except as provided for in subclause 23.5.

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

24. WEEKEND WORK

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

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

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

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

24.5 An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay, but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes shall be without pay.

In the event of an employee being required to work in excess of a further four hours, the employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

25. PUBLIC HOLIDAYS AND HOLIDAY WORK

25.1 An employee, other than a casual employee (as defined), shall be entitled to the following holidays without deduction of pay: new Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day or Labour Day, Christmas Day, Boxing Day or such other day as is generally observed in a locality as a substitute for any of the said days respectively. 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.

25.2 In addition to the holidays prescribed in subclause 25.1, an additional public holiday shall apply to an employee in the State in the manner set out below:

Picnic Day (being the first Monday in December)

All employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay. An employer may require from an employee evidence of his/her attendance at the picnic and the production of a butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced. Where an employer holds a regular picnic for their employees on some other working day during the year such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.

This clause shall apply to apprentices working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic organized by the union is held.

The provisions shall not apply to any apprentice who is required to attend technical college or other institution for the purpose of receiving instruction and/or submitting themselves for any examination. In such case the employer and apprentice may mutually agree that the apprentice shall be allowed another working day off with pay in lieu of the picnic day. Where this is not practicable, the apprentice shall be paid at the overtime rates prescribed herein.

- 25.3 Provided that an employer whose business is situated near a State or Territory border and whose operations traverse the border may elect to follow a particular State or Territory's public holidays, subject to agreement with the union (where applicable).
- 25.4 For the purpose 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 working day.
- 25.5 By agreement between any employer and the union (where applicable) other day(s) may be substituted for the said day(s).
- 25.6 Where in a State or locality within a State an additional public holiday, excluding Show Day, is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality thereof, other than those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this award for employees covered by this award who are employed in the State or locality in respect of which the holiday has been proclaimed or ordered as required. Provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- 25.7 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. An employee required to work on a holiday shall be afforded at least four hours work or be paid for four hours at the appropriate rate.
- 25.8 An employee shall not be entitled to receive payment for such public holidays unless the employee has worked as required by the employer the working day immediately before and the working day immediately after such a holiday, or is absent with the permission of the employer or is absent with reasonable cause. Absences arising by termination of employment by the employee shall be reasonable cause.

26. SHIFT WORK

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

For the purposes:

“Afternoon Shift” means a shift finishing at or after 9.00 p.m. and at or before 11.00 p.m.

“Night Shift” means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.

“Early morning shift” means a shift finishing after 12.30 p.m. and before 2.00 p.m.

“Early Afternoon Shift” means a shift finishing after 7.30 p.m. and before 9.00 p.m.

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

- 26.2 An employee who is employee who is employed for less than five consecutive shifts, Monday to Friday, shall be paid for each day the employee works on any of the shifts referred to in subclause 26.1, at the rate of time and a half for the first two hours and double time thereafter; provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates his/her services during the week, the employee shall be paid at the rate specified in the said subclause 26.1 for the time actually worked.
- 26.3 (a) The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of 20 minutes 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 on shift work shall accrue 0.4 of one hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift for every twenty-shift cycle. This twentieth shift shall be paid for at the appropriate shift rate as prescribed by this

clause. Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 25 – Public Holidays and Holiday Work, shall be regarded as shifts worked 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 employees shall agree in writing upon arrangements for rostered paid days off during the twenty-day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract, provided that such accumulation shall be limited to no more than five such accrued days and, when taken, the days shall be regarded as days worked for accrual purposes in the particular twenty-shift cycle.

Once such days have been rostered they shall be taken as paid days off; provided that where an employer, for emergency reasons, requires an employee to work on the employee's rostered day off, the employee shall be paid, in addition to the employee's accrued entitlement, the penalty rates prescribed in subclause 26.7.

(b) For the purpose an employee shall not be required to work for more than five hours without a meal break.

- 26.4 An employee shall be given at least forty-eight hours notice of a requirement to work shift work.
- 26.5 The hours for shift workers, when fixed, shall not be altered, except for breakdowns or other causes beyond the control of the employer; provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous shift.
- 26.6 For all work performed on a Saturday, Sunday or holiday, the provisions of clause 23 – Overtime and Special Time, clause 24 – Weekend Work and clause 25 – Public Holidays and Holiday work, shall be applicable in lieu of the rate prescribed in this clause.
- 26.7 Work in excess of shift hours, Monday to Friday, other than holidays, shall be paid at double time, provided that these rates shall be based in each case on ordinary rates.
- 26.8 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.
- 26.9 The variations to this clause shall not apply so as to reduce the rates of pay and/or conditions of work of any employee.

27. MEAL ALLOWANCE

An employee required to work overtime for at least one and a half hours after working ordinary hours shall be paid by the employer an amount as set out in Item 17 of Table 2 of Part B to meet the cost of a meal.

28. SUPERANNUATION

28.1 Definitions

(a) “**Employee**” means a person employed under the terms of this award and includes apprentices.

(b) “**Approved fund**” shall mean any one of the following funds:

Allied Construction Employees Superannuation Scheme or the Australian Superannuation Saving Employment trust, as amended from time to time, and includes any superannuation scheme which may be made in succession thereto. See the Industrial relations Act 1996.

(c) “**Ordinary-time earnings**” of an employee shall, for the purposes of this award, mean the classification rate, industry allowance, tool allowance and, where applicable, supplementary payments, leading hand allowances and shift work premiums.

(d) “**Participating employer**” shall mean an employer who has signed a deed of adherence to the trust deed of an approved fund.

(f) “**The Union**” means the Construction, Forestry, Mining and energy Union (New South Wales Branch).

28.2 Parties Bound:

This clause shall apply to and be binding upon:

(a) Construction, Forestry, Mining and Energy Union (New South Wales Branch) (where applicable).

(b) All employer respondents to the award in respect of their employees carrying out duties within the scope of this award.

28.3 Employer Contributions:

- (a) After consultation with the employees, the employer shall nominate the approved fund to which the contributions shall become payable and shall apply to the Trustee of the fund to become a participating employer; and each employee shall make application to be a member of the “approved fund”.
- (b) Each employer shall pay to the Trustee of the “approved fund” (except as prescribed in subclause 28.5 on behalf of each employee covered by this award, an amount equivalent to not less than three per cent of ordinary-time earnings (as defined) per pay period or not less than three percent of ordinary time earnings (as defined) per pay period rounded to the nearest whole dollar.

28.4 Employers Bound by other Schemes

An employer already paying contributions on behalf of an employee to a pre-existing superannuation scheme shall not be required to make additional contributions in accordance with subclause 28.3 where:

- (a) contributions have been made in respect of a period of work to the Construction + Building Unions Superannuation scheme (C+BUS), the Construction Employees Consolidated Fund and the Combined Trade Union Retirement Fund, or similar recognised on-site schemes.
- (b) employer contributions have been made on behalf of an employee to a fund which conforms to the Government’s operational standards for occupational superannuation; any such employer shall be exempt from the operation, provided that such employer contribution is not less than that stipulated in subclause 28.3.

28.5 Majority

Where the majority of employees in a particular off-site establishment are already covered by a pre-existing superannuation scheme which conforms to the Commonwealth Government’s operational standards for occupational superannuation, this clause will not apply, provided that the employer is making contributions at a rate not less than three per cent of ordinary-time earnings for each employee otherwise covered by this clause.

28.6 Apprentices indentured to group apprenticeship schemes shall be exempt from provisions.

28.7 Unpaid absences

An employer shall not be required to make contribution on behalf of an employee who is absent from work without pay.

28.8 Employee Contributions:

(a) Subject to the rules of the fund, employees who may wish to make contributions to the fund additional to those being paid pursuant to subclause 28.3, shall be entitled to do so. Such employees may either forward their own contribution directly to the fund administrators or, where it is practicable to do so, authorise the employer to pay into the fund from the employee's wages amounts specified by the employee.

(b) Additional employee contributions to the fund forwarded by the employer at the employee's request shall be subject to the following conditions:

(i) The amount of contributions shall be expressed in whole dollars

(ii) Employees shall have the right to adjust the level of their own contributions from the first of the month following the giving of one months written notice to the employer. Provided that, by agreement with the employer, employees may at other times vary their additional contribution in extenuating circumstances.

28.9 Cessation of Contributions

An employee's eligibility for employer contributions to the fund will cease on the last day of employment with the respondent employer and the respondent employer shall not make any contributions to the fund in respect of any period beyond that last day of employment.

28.10 Approved Status

Should the scheme lose its approved status under the Income Tax Assessment Act 1936, or if the scheme fails to conform fully to the standard laid down by the office of the Occupational Superannuation Commissioner the employer may suspend employer contributions immediately and until such time as compliance is achieved.

29. ANNUAL LEAVE

29.1 Period of leave

Subject to the provisions of subclauses 29.2, 29.4 and 29.5, 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 where a rostered day off, as prescribed in clause 20 – Hours or clause 26 – Shift Work, falls during the period when annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in paragraph 29.7(b).

29.2 Method of taking leave

Either 28 consecutive days or two separate periods of not less than seven consecutive days in all cases, exclusive of any public holidays occurring therein, or, if the worker and the employer so agree, in either two, three or four separate periods and not otherwise, shall be given, and taken within six months from the date when the right to annual leave accrued.

29.3 Leave allowed before due date

- (a) An employer may allow an employee to take annual leave prior to the employee's right thereto. In such circumstances, the qualifying period of further annual leave shall not commence until the expiration of 12 months in respect of which the leave so allowed was taken.
- (b) Where an employer has allowed an employee to take annual leave pursuant to paragraph (a) of this subclause, and the employee's services are terminated (by whatsoever cause) prior to the employee completing 12 months continuous service for which leave was allowed in advance, the employer may, for each complete week of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one fifty-second of the amount of wages paid on account of the annual leave.
- (c) 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 thirty-eight hours of continuous service with the current employer.

29.4 Proportionate leave on Termination

Where an employee has given five working days or more continuous service, inclusive of any day off as prescribed by clauses 20 – Hours and 26 – Shift Work (excluding overtime), and either leaves employment or employment is terminated by the employer, the employee shall be paid one-twelfth of an ordinary week's wages in respect of each completed five working days of continuous service with the employee's current employer for which leave has not been granted or paid for in accordance with this award.

29.5 Broken service

Where an employee breaks continuity of service by an absence from work for any reason other than a reason as set out in subclause 31.6, the amount of leave to which the employee would have been entitled under subclause 31.1 shall be reduced by one forty-eighth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which the employee would have been entitled under subclause 31.4 shall be reduced by one-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/her intention to do so in within 14 days of the termination of the absence.

29.6 Calculation of continuous service

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

- (a) Illness or accident up to a maximum of four weeks after the expiration of paid sick leave.
- (b) Bereavement Leave
- (c) Jury Service
- (d) Injury received during the course of employment and up to a maximum of 26 weeks for which workers' compensation was received.

- (e) Where called up for military service of up to three months in any qualifying period.
- (f) Long service leave
- (g) Any reason satisfactory to the employer or, in the event of dispute, to the Industrial Relations Commission of New South Wales.

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

29.7 Payment for period of leave

- (a) Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to the employee during the currency of the leave.
- (b) Annual Leave Loading

In addition to the payment prescribed in paragraph (a) of this subclause, an employee shall receive during a period of annual leave a loading of 17.5 per cent calculated on the rates, loadings and allowances prescribed by clauses 9 – Rates of Pay, 17 – Industry Allowance and 18 – Tool Allowance, and leading hand rates as set out in item 1 of Table 2 – Other rates and allowances of Part B – Monetary Rates, if applicable. The loading prescribed above shall also apply to proportionate leave on lawful termination.

29.8 Service under Previous Award

For the purpose 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.

29.9 Annual Closedown

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

- (a) stand off without pay during the period of leave any employee who has not yet qualified under subclause 29.1; or
- (b) stand off without pay during the period of leave any employee who has not qualified under subclause 29.1 and pay (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each thirty-eight hours continuous service (excluding overtime).

Provided that where an employer at the employer's option decides to close down the 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 the employees then qualified for such leave, the employer shall give at least two months notice to the employees of the employers intention to do so.

29.10 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 the headquarters, by the first reasonable means of transport, the employee's annual leave shall commence on the first full working day following the employee's return to such place of engagement or headquarters, as the case may be.

29.11 Prohibition of alternative arrangements

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

30. SICK LEAVE

- 30.1 (a) An employee other than a casual employee (as defined) who is absent from his/her 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) The employee shall, within 24 hours of the commencement of such absence, inform the employer of his/her 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) The employee shall prove to the satisfaction of his/her employer (or, in the event of a dispute, the Industrial Relations Commission of New South Wales) that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (iii) An employee during his/her 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 calendar month for the first ten months of his/her first year of employment.

Provided that an employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of his/her second and each subsequent year, which, subject to paragraph (e) of this subclause, shall commence on the anniversary of engagement.

- (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 the employee has already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that, in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. Provided that an employer may agree to accept from the employee a statutory declaration stating that the employee was unable to attend for duty on account of personal illness or injury, in lieu of a medical certificate. Nothing in this subclause shall limit the employer's rights under subparagraph (a)(ii).
- (c) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in subparagraph (a)(iii) of this subclause, 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 to that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of six 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 the employment of an employee is terminated by his/her employer and the employee is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

In such case the employee's next year of service will commence after a total of 12 months has been served with that employer, excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

30.2 Apprentices

- (a) Each apprentice shall be allowed sick leave of up to a maximum of a fortnight for each year of apprenticeship. Such sick leave shall be cumulative for the period of apprenticeship; provided that, in the event of a transfer to another employer, credit shall not be given for any balance of sick leave not taken whilst in the service of the previous employer.
- (b) For absence due to sickness of two days or less the parent or guardian shall notify the employer by telephone and confirm the information by letter furnished on the day of resumption. Time lost for such absences shall not be paid for it if the absence is not notified in the manner prescribed.
- (c) A medical certificate shall be furnished for absence in excess of two days.

31. PERSONAL/CARER'S LEAVE

31.1 Use of sick leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (c)(ii) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 30 – Sick leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) the spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) “**relative**” means a person related by blood, marriage or affinity;
 - (2) “**affinity**” means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) “**household**” means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

31.2 Unpaid leave for family purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 31.1(c)(ii), who is ill.

31.3 Annual Leave

- (a) An employee may elect, with the consent of the employer and subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

31.4 Time off in lieu of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

31.5 Make-up Time:

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

31.6 Rostered Days off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually

agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

32. PARENTAL LEAVE

Chapter 2 of Part 4 of the Act shall operate as a provision of this award.

33. BEREAVEMENT LEAVE

- 33.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death in Australia of a person prescribed in subclause 33.3. provided that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a person to whom this clause applies.
- 33.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- 33.3 bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 33.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 33.5 Bereavement leave may be taken in conjunction with other leave available under subclause 31.2, 31.3, 31.4, 31.5, 31.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

34. JURY SERVICE

An employee required to attend for jury service shall be entitled to have his/her pay made up by the employer to equal the employee's ordinary pay as for eight hours per day (inclusive of accrued entitlements prescribed by clause 20 – Hours or clause 26 – Shift Work) plus fares whilst meeting this requirement. The employee shall give to the employer proof of his/her attendance and the amount received in respect of such jury duty.

35. LONG SERVICE LEAVE

See Building and Construction Industry Long Service Payments Act 1986, and/or the Long Service Leave Act 1955

36. REDUNDANCY

36.1 Application

- (a) This clause shall apply to both full-time and part-time employees.
- (b) This clause shall apply to employers who employ 15 or more employees (including employees not covered by this award) immediately prior to the termination of employment of employees in the terms of subclause 36.4
- (c) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one years continuous and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

36.2 Introduction of Change

(a) Employer's duty to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this clause makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's Duty to Discuss Change

- (i) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in clause 36.2(a)(i), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph 36.2(a)(i) of this subclause.
- (iii) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters

likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

36.3 Redundancy

(a) Discussions Before Terminations

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to 36.2(a)(i) and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (i) of this paragraph and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (iii) For the purposes of the discussions the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

36.4 Termination of Employment

(a) Notice for Changes in Production, Program, Organization or Structure

This paragraph sets out the notice for provisions to be applied to terminations by the employer for reasons arising from production, program, organization or structure, in accordance with subparagraph 36.2(a)(ii).

- (i) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

| Period of Continuous Service | Period of Notice |
|-------------------------------------|-------------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |

- (ii) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional weeks' notice.
- (iii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change

This paragraph sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subparagraph 36.2(a)(i).

- (i) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

(c) Time Off During The Notice Period

- (i) During the period of notice of termination given by the employer, an employee shall be allowed up to

one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee Leaving During The Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

(e) Statement of Employment

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

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated provide to the employee an Employment Separation Certificate in the form required by Centrelink.

(h) Transfer To Lower-Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause (B), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

36.5 Severance Pay

(a) Where an employee is to be terminated pursuant to subclause 36.4, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

(i) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service Under 45 Years of Age Entitlement

| | |
|-------------------------------|----------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks |
| 2 years and less than 3 years | 7 weeks |
| 3 years and less than 4 years | 10 weeks |
| 4 years and less than 5 years | 12 weeks |
| 5 years and less than 6 years | 14 weeks |
| 6 years and over | 16 weeks |

(ii) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service Over 45 Years of Age Entitlement

| | |
|-------------------------------|------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 5 weeks |
| 2 years and less than 3 years | 8.75 weeks |
| 3 years and less than 4 years | 12.5 weeks |

| | |
|-------------------------------|------------|
| 4 years and less than 5 years | 15 weeks |
| 5 years and less than 6 years | 17.5 weeks |
| 6 years and over | 20 weeks |

(iii) **“Week’s Pay”** means the all-purpose rate of pay for the employee concerned at the date of termination and shall include in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with clause 18 – Industry Allowance and Clause 19 – Tool Allowance.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (a) if the employer obtains acceptable alternative employment for an employee.

36.6 Savings Clause

Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

37. PROTECTION OF EMPLOYEES

For employees engaged in joinery work, as defined, the employer shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable employees to wash and put away gear.

38. 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.

39. FIRST-AID

An employee who is qualified first-aid person and is appointed by the employer to carry out first-aid duties in addition to their usual duties shall be paid an additional amount as set out in Item 18 of Table 2 – Other rates and allowances, of Part B – Monetary Rates.

40. INJURY OR DISEASE PAY

- 40.1 Employees shall qualify for injury or disease pay as prescribed hereunder.
- 40.2 The employer shall pay an employee injury or disease pay where the employee receives an injury or suffers a disease for which weekly payments or compensations are payable by or on behalf of the employer pursuant to the provisions of the relevant State workers' compensation legislation.
- 40.3 **“Injury or disease pay”** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers' compensation legislation and the employee's appropriate 38-hour award rate, or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.
- 40.4 An employer shall pay or cause to be paid injury or disease pay as defined in subclause 29.3, during the incapacity of the employee arising from any one injury or disease for a total of 26 weeks, whether the incapacity is in one continuous period or not.
- 40.5 The liability of the employer to pay injury or disease pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the relevant workers' compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay injury or disease pay as provided in this clause.

- 40.6 In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay injury or disease pay as herein provided shall cease from the date of such redemption.
- 40.7 An employer may, at any time, apply to the Industrial Relations Commission of New South Wales for exemption from the terms on the grounds that an injury or disease pay scheme proposed and implemented by that employer contains provisions generally not less favourable to their employees than the provisions.

41. COMPENSATION FOR CLOTHES AND TOOLS

- 41.1 An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered as may be agreed upon with the employer or, in default of agreement, as may be fixed by the Industrial Relations Commission of New South Wales.
- 41.2 (a) An employee shall be reimbursed by the employer to a maximum of an amount as set out in Item 19 of Table 2 of Part B, for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in this award or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness or if the tools are being transported by the employee at the employer's direction. Provided that an employee transporting their 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 30 – Sick leave, the employer shall ensure that the employee's tools are securely stored during his/her absence.
- 41.3 When an employer requires an employee to wear spectacles with toughened glass lenses, the employer will pay the cost of the toughening process.
- 41.4 provided that, for the purpose:
- (a) Only tools used by the employee in the course of employment shall be covered by this clause.

- 41.5 The employee shall, if requested to do so, furnish the employer with a list of tools so used.
- 41.6 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
- 41.7 The employee shall report any theft to the police prior to making claim on the employer for replacement of stolen tools.

42. EMPLOYER RECORDS

section 129 of the Act which required that an employer must ensure that certain records are kept in relation to employees of the employer shall be read as a provision of this award.

43. PAYMENT OF WAGES

- 43.1 All wages due shall be paid and be available not later than the time of cessation of ordinary hours of work on Thursday of each working week. Provided that in any week in which a public holiday falls on a Thursday or a Friday, mutually acceptable alternative arrangements shall be made.
- 43.2 All rates, allowances and other monies shall be paid by cash, cheque or direct credit to the account of an approved financial institution as nominated by the employee, provided that payment other than by cash creates no undue financial burden to the employee.
- 43.3 Where an employer makes a request to make wage payments to all employees covered by the award in a form other than cash, the agreement of employees shall not be unreasonable withheld. Notwithstanding this provision, if the employer and the majority of employees agree, all employees shall be paid their wages by direct transfer.

44. RIGHT TO DEDUCT PAY

The employer may deduct payment for any day or part thereof 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 members of the union employed by the employer; or because of any strike by or participation in any strike by any other union, organization 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 for any cause, including breakdown of machinery or failure or lack of power, for which cause the employer is not responsible.

45. POSTING OF AWARD

Section 361 of the Act which provides for the exhibition of industrial instruments in the workplace shall be read as a provision of this award.

46. POSTING OF NOTICES

46.1 An employer shall not prevent an official of the union, authorized in writing, pursuant to section 298 of the Industrial relations Act 1996, 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.

47. STEWARDS/DELEGATES

- 47.1 an employee appointed as a job steward/delegate shall, upon notification by the union to the employer, be recognized as the accredited representative of the union to which the employee belongs and the employee shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees the employee represents and, further, shall be allowed reasonable time during working hours to attend to job matters affecting the employee's union. A job steward/delegate shall notify the employer's representatives and his/her union prior to the calling of any stop work meeting.
- 47.2 prior to dismissal or transfer (as defined) one weeks notice shall be given to any job steward/delegate and the appropriate union. Provided that one weeks notice shall not be required in the case of summary dismissal.
- 47.3 For the purposes "**transfer**" shall mean transfer, whilst job steward/delegate, into or out of an established on site crew but does not include transfers within an establishment or transfers of an employee who is not a recognised accredited representative.
- 47.4 Where a job steward/delegate who is entitled to more than one weeks notice of termination, pursuant to clause 36 – Redundancy, is terminated, all but one weeks notice may be paid in lieu.
- 47.5 In the event of the union disputing the decision of management to transfer or terminate the service of the job steward/delegate, the matter shall be dealt with in accordance with clause 51 – Settlement of disputes.

48. RIGHT OF ENTRY

Note: See Part 7 of Chapter 5 of the Industrial relations Act 1996.

49. SETTLEMENT OF DISPUTES

Any dispute or claim as to wages and/or conditions of employment of any employee of any employer bound by the provisions of this award shall be settled in the following manner:

- (a) Where any claim, dispute or grievance arises at any place of work the aggrieved employee shall raise the matter with the immediate supervisor or foreperson.
- (b) If the matter is unresolved it shall be taken up by an accredited union delegate or official (where applicable) with the employer concerned or by the employer representative with the union delegate or official, as the case may be.
- (c) If the matter is unresolved it should then be referred to the Branch/State Secretary of the union (where applicable) to be dealt with at that employer or employee representative level.
- (d) In the event the matter remains unresolved, it shall be referred to the Industrial relations Commission of New South Wales for resolution.
- (e) Without prejudicing either party as to final settlement, normal work should continue throughout the above procedures, save and except for issues of genuine safety.
- (f) The above procedures are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of either.

50. TRADE UNION TRAINING LEAVE

- 50.1 Subject to all qualifications in this clause, an employee appointed as a steward/delegate in accordance with clause 42 – Stewards/Delegates, shall upon application in writing to the employer, be granted up to five days leave with pay each calendar year, non-cumulative, to attend courses conducted or approved by the Australian Trade Union Training Authority.

- (a) Such courses shall be designed and structured with the objective of promoting good industrial relations within the joinery industry.
- (b) Consultation may take place between the parties and the Australian Trade Union Training Authority, where appropriate, in the furtherance of this objective.

50.2 The following scale shall apply:

| Number of employees covered by this award | Maximum number of employees eligible | Maximum number permitted to attend per year |
|--|---|--|
| Up to 15 | 1 | 5 |
| 16 – 30 | 2 | 10 |
| 31 – 50 | 3 | 15 |
| 51 – 100 | 5 | 20 |
| 101 and over | 5 | 25 |

50.3 The application for leave shall be given to the employer at least six weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:

- (a) the name of employee seeking the leave;
- (b) the period of time for which the leave is sought (including course details and the daily commencing and finishing times); and
- (c) the title, general description and structure of the course to be attended and the location of where the course is conducted.

50.4 The employer shall advise the union within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

50.5 The time of taking leave shall be arranged so as to minimize any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.

- 50.6 An employer shall not be liable for any additional expenses associated with an employee's attendance at a course, other than the payment of ordinary-time earnings for such absence. For the purpose, ordinary-time earnings shall be defined as the relevant award classification rate, including supplementary payments, shift work loadings where relevant, plus overaward payments where applicable.
- 50.7 Leave rights granted in accordance with this clause shall not result in additional payment or alternate time off to the extent that the course attended coincides with an employee's day off in the 19-day month work cycle or with any concessional leave.
- 50.8 An employee on request by their employer shall provide proof of their attendance at any course within seven days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next weeks pay or from any other monies due to the employee.
- 50.9 Where an employee is sick during a period when leave pursuant to this clause has been granted, proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled, under the provisions of clause 32 – Sick leave.
- 50.10 Leave of absence granted pursuant to this clause shall count as service for all purposes of this award.