




### PAY AND CONDITIONS GUIDE

**Mobile Crane Hiring Award 2010 [MA000032]** ('modern award')  
replacing terms and conditions in or derived from

**Building Crane Drivers (State) Award [AN120090]** ('pre-modern  
award')

**(NSW)**

Effective from 01 July 2013.

Published 20 June 2013 

#### **Background**

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

#### **Transitional arrangements**

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to 'transition' employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the 'phasing in' of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from the first pay period on or after 01 July 2013. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia's annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

#### **Transitional arrangements for Division 2B State awards**

Division 2B State awards (other than Division 2B enterprise awards) terminate at the end of 31 December 2010 and, from 1 January 2011, employers and employees are covered by the relevant modern award. However, most modern awards provide that all the terms of Division 2B State awards continue to apply until the end of the full pay period which started before 1 February 2011.

The employers affected include sole traders, partnerships, other unincorporated entities and non-trading corporations in New South Wales, Queensland, South Australia and Tasmania who are covered by a Division 2B State award.

From the first full pay period starting on or after 1 February 2011, an employer who was covered by a Division 2B State award, must comply with all of the terms and conditions contained in their relevant modern award, and any transitional arrangements that apply. Transitional arrangements in most modern awards for Division 2B State award employers provide that from the first full pay period starting on or after 1 February 2011, they must pay at least the same minimum wage rates, penalties and loadings as national system employers who are transitioning from the equivalent NAPSA. There are some exceptions and special transitional arrangements that apply in certain situations. If you require help determining whether these exceptions or special transitional arrangements apply to you, please contact the Fair Work Infoline on 13 13 94.

Note: Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

### **Who should use the guide?**

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award and who are now covered by this modern award.

A guide that has an AP (Pre-reform award) code typically applies to employees employed by a constitutional corporation. Usually these are companies that engage in trading or financial activities. Private companies are often identified by the 'Pty Ltd' in their name. It applies to employers in those categories who were bound by the award immediately prior to 01 January 2010.

A guide that has an AN (Notional agreement preserving State awards) code also typically applies to employees employed by a constitutional corporation. However, unlike pre-reform awards these are notional federal agreements that were created on 27 March 2006. Generally, they preserved the terms and conditions of employment (not including wage rates) in state awards and/or state legislation that applied immediately before 27 March 2006 to employees of constitutional corporations in NSW, QLD, SA, WA and TAS where State award/laws applied to those employers prior to 27 March 2006.

A guide that has an AT code typically applies to employees employed by non-constitutional corporations immediately before 27 March 2007 where the employer was bound by a Federal award. These will be sole traders, partnerships, other unincorporated entities or non-trading/financial corporations.

The guide contains information from this modern award about:

- who the modern award covers;
- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

### **What if an agreement applies to employees covered by the modern award?**

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the

modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

## **Coverage**

This award covers employers throughout Australia engaged in the mobile crane hire industry and their employees in the classifications within Schedule B—Classification Structure to the exclusion of any other modern award.

The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on - hire employees in classifications covered by this award, and those on - hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in the award.

This award covers employers which provide group training services for trainees engaged in the industry and / or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

The award does not cover clerical and administrative occupations.

The award does not cover an employer bound by:

- the Manufacturing and Associated Industries and Occupations Award 2010; or
- the Building and Construction General On-site Award 2010.

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

For the purpose of clause 4.1, **mobile crane hire industry** means the service industry involving the hiring of mobile cranes, mobile elevated work platforms and like equipment and operating personnel to clients whose requirements include but are not limited to the provision and service of materials handling equipment, lifting and machinery movement equipment, earthmoving and construction plant hire and civil contracting, plant and mobile units for quarrying and mining projects, dig load and haul projects. Hiring can be on an hour by hour, day by day, or contract basis depending on the nature of the task.

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

## **Wages**

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review. For more information about transitional arrangements for minimum wage entitlements, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

### **Casual employees**

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) for information about penalty entitlements for casual employees.

\*Post 26 March 2006 employer

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

### **Adult**

The rates in this guide are current from the first pay period on or after 01 July 2013 until the final pay period before 01 July 2014 only.

### **Full & Part Time**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
<b>Mobile crane</b>		
Level 1	Lofty crane driver	\$20.36
Level 2	Lofty crane driver	\$20.75
Level 3	Lofty crane driver	\$21.34

### **Casual**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>	<b>Post 26 March 2006 employer*</b>
<b>Mobile crane</b>			
Level 1	Lofty crane driver	\$25.66 (26%)	\$25.25 (24%)
Level 2	Lofty crane driver	\$26.14 (26%)	\$25.73 (24%)

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>	<b>Post 26 March 2006 employer*</b>
Level 3	Lofty crane driver	\$26.88 (26%)	\$26.46 (24%)

### **Junior**

Junior employees are not covered by this guide for the modern award and pre-modern award.

### **Apprentice**

Apprentice employees are not covered by this guide for the modern award and pre-modern award.

### **Trainee**

This modern award incorporates trainee rates derived from the National Training Wage Schedule (NTW Sch.), as adjusted from time to time.

### **Supported Wage**

Please refer to clause 16 of the modern award.

For detail of the supported wage provisions see the full version of the modern award.

### **Penalties and Loadings (other than casual or part-time loadings for ordinary hours)**

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

### **Transitional arrangements**

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are "equivalent" or not.

- A pre-modern award loading/penalty will be "equivalent" to a modern award entitlement where the loading/penalty applies:
  - for the same purpose (e.g. Saturday penalty);
  - for the same time periods; and
  - in the same way#.
    - #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
      - paid at the same frequency, such as per hour or per shift; and
      - paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee's classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

### Equivalent entitlements

If the pre-modern award loading/penalty rate is “equivalent” to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a “transitional percentage”. The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

First full pay period on or after	Proportion of transitional percentage
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

1/01/2010 Pre-modern award penalty	1/07/2014 Modern award penalty	1/07/2010 Penalty rate (phased)
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

1/01/2010 Pre-modern award penalty	1/07/2014 Modern award penalty	1/07/2010 Penalty rate (phased)
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

## Entitlements that are not equivalent

If pre-modern award and modern award penalty rates are not "equivalent", the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of pre-modern award loading/penalty
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

### Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

1/01/2014 Modern award penalty	1/07/2010 Penalty rate (phased) (20.00%)
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

1/01/2010 Pre-modern award penalty	1/07/2010 Penalty rate (phased) (80.00%)
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
100.00%	80.00%
120.00%	96.00%
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

## New entitlements

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of modern award loading/penalty</b>
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.



## **Allowances**

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

### **All states covered by this instrument Full Time, Part Time, Casual**

<b>Clause</b>	<b>Allowance Type</b>	<b>Description</b>	<b>Effective Date</b>	<b>Rate</b>
13.2	Industry allowance	All purpose allowance expressed as per week.  All employees will be paid an all purpose industry allowance of 216.6% of the standard rate per week.	1/07/2013	\$1.0868 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (5.70%)
14.2(a)(i)	Other	Where more than one crane is engaged on any single lift the following additional payments will be made - where two cranes are engaged	1/07/2013	\$3.0696 per day (16.10%)
14.2(a)(ii)	Other	Where three cranes are engaged	1/07/2013	\$6.0820 per day (31.90%)
14.2(a)(iii)	Other	Where four cranes are engaged	1/07/2013	\$9.0944 per day (47.70%)
14.2(a)(iv)	Other	Where more than four cranes are engaged	1/07/2013	\$12.1640 per day (63.80%)

Clause	Allowance Type	Description	Effective Date	Rate
14.2(b)	Pile driving allowance	An employee performing pile driving or extraction will receive the following	1/07/2013	\$14.8904 per day (78.10%)
14.3(c)(i)	Travel allowance	A travel allowance will be paid to compensate for travel patterns and costs peculiar to the nature of employment in the mobile crane hiring industry.	1/07/2013	\$17.0100 per day
14.3(d)(i)	Vehicle allowance	An employee will be paid for each night the employee is required to be away from home.	1/07/2013	\$0.7600 per kilometre
14.3(e)	Away from home/ usual place of employment	An employee will be paid for each night the employee is required to be away from home as follows, in addition to the reimbursement for accommodation costs.	1/07/2013	\$13.5300 per night
23.2(d)	Meal allowance	An employee required to work overtime for more than 1.5 hours after working ordinary hours will either be supplied meals by the employer, or be paid the following.	1/07/2013	\$13.7000 per meal
23.2(e)	Meal allowance	An employee required to start work two or more hours prior to the normal commencement time will be paid the following, and be allowed a 20 minute break.	1/07/2013	\$13.7000 per meal

## **Other Conditions**

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

**Note:** The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

### **All states covered by this instrument**

<b>Clause</b>	<b>Conditions Type</b>	<b>Description</b>
7	Award flexibility (Instrument)	<p>An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to:</p> <ul style="list-style-type: none"><li>- arrangements for when work is performed</li><li>- overtime rates</li><li>- penalty rates</li><li>- allowances</li><li>- leave loading.</li></ul> <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>
8	Consultation (Instrument)	<p>The award contains information on the employer's responsibility to consult regarding major workplace change including the:</p> <ul style="list-style-type: none"><li>- duty to notify, and</li><li>- duty to discuss change.</li></ul>
9	Dispute resolution (Instrument)	<p>The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).</p>

Clause	Conditions Type	Description
10.3	Casual conditions (Instrument)	<p>A casual employee will be entitled to all of the applicable rates and conditions of employment prescribed by this award except annual leave, paid personal leave, paid parental leave, paid community service leave, public holidays, notice of termination and redundancy.</p> <p>An employer when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.</p> <p>Casual employees will be engaged for a minimum period of four hours per day.</p>
10.4	Casual conditions (Instrument)	<p><b>Casual conversion to full-time or part-time employment</b></p> <p>A casual employee, other than an irregular casual employee, who has been engaged on a regular basis for six months, has the right to elect to have their contract of employment converted to full-time weekly hire employment if the employment is to continue beyond the conversion process.</p> <p>The conditions surrounding the conversion of casual employees are contained within the award.</p>
10.5	Other (Instrument)	<p><b>Loss of validation of licences/certificates</b></p> <p>Employees will notify the employer in the event of cancellation or suspension of licences and/or certificates required in the performance of their duties.</p> <p>Should either a licence or certificate held by an employee be cancelled or suspended and the employee has notified the employer, all possible alternate employment options will be examined and where practicable provided by the employer.</p>
11.2	Termination of employment - notice of termination by an employee (Instrument)	<p>The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.</p>

Clause	Conditions Type	Description
11.3	Termination of employment - job search entitlement (Instrument)	Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
12.1	Redundancy (Instrument)	The following redundancy clause for the mobile crane hiring industry is an industry specific redundancy scheme. The provisions of the NES do not apply to employers and employees covered by this award.
12.3	Redundancy (Instrument)	<p><b>Payment instead of notice</b></p> <p>The following provisions are in addition to notice entitlements under the NES, to the extent that the entitlements exceed those in the NES.</p> <p>Employees with more than 12 months continuous service will be entitled to receive four weeks pay at ordinary rates instead of notice.</p> <p>Employees with less than 12 months continuous service, other than casuals will be entitled to notice on the following basis:</p> <ul style="list-style-type: none"> <li>- up to three months - one week</li> <li>- more than three months up to six months - two weeks</li> <li>- more than six months up to nine months - three weeks</li> <li>- over nine months - four weeks.</li> </ul> <p>An employee will be paid instead of such notice, or be required to work one week of such notice and be paid any balance instead.</p>
12.4	Redundancy (Instrument)	<p><b>Retrenchment payments</b></p> <p>Retrenched employees with more than 12 months service, will be entitled to three weeks pay, at the ordinary rate of pay for each completed year of service, and pro rata payments for any uncompleted final year, up to a maximum of 27 weeks pay.</p> <p>Provided that any employee who had at 16 September 1994 accrued any entitlements of more than 27 weeks pay, will be entitled to the number of weeks entitlement accrued at that date, with payment at the ordinary rate of pay applicable at the date of retrenchment.</p>

Clause	Conditions Type	Description
12.5	Redundancy (Instrument)	<p><b>Other entitlements</b></p> <p>In addition to the above entitlements, retrenched employees are entitled to the following benefits:</p> <ul style="list-style-type: none"> <li>- payment of public holidays occurring within 20 working days of the final day of employment</li> <li>- pro rata annual leave plus loading of 17.5%</li> <li>- accumulated sick leave to a maximum of 10 days.</li> </ul>
12.6	Redundancy (Instrument)	<p><b>Transfer of business</b></p> <p>(a) Except where an employee has received redundancy benefits, where a business is transferred from an employer (in this subclause called the old employer) to another employer (in this subclause called the new employer) and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employer.</p> <p>(i) the continuity of the employment of the employee will be deemed not to have been broken by reasons of such transfer; and</p> <p>(ii) the period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer.</p> <p>In this subclause, business includes trade, process, business or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding meaning.</p>
14.3(b)	Clothing, footwear and/ or equipment (Instrument)	<p>After one month's service with the employer, compensation to the extent of any damage sustained to personal clothing will be made where clothing is damaged.</p>
14.3(iv)	Transport of employees (Instrument)	<p>An employee directed to a work site where there is no reasonable means of transport available on finish of work, will be reimbursed the cost of, or be supplied with, transport by the employer to return to the depot or point where work was commenced. Provided that this provision will apply only on the first day of engagement on any work site.</p>

<b>Clause</b>	<b>Conditions Type</b>	<b>Description</b>
14.3(d)(ii)	Travelling time (Instrument)	The time spent travelling from home to the initial work site and travelling from the final work site to home on any day will not be paid unless the employee travels beyond a radius of 50 kilometres from the employer's depot. An employee travelling beyond the 50 kilometre radius on any day will be paid travelling time at the appropriate rate for the time taken travelling to and from the site to the 50 kilometre radius line.
14.3(e)	Away from home/usual place of employment (Instrument)	Where an employee is required to be away from home overnight, they will be reimbursed the cost of, or be provided with, first class accommodation, including full board, by the employer.
14.4	District allowance (Instrument)	An employee in the Northern Territory, Western Australia or the Territory of Christmas Island is entitled to payment of a district allowance in accordance with the provisions of an award or NAPSA under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, if the employee had at the time been in their current circumstances of employment and no agreement – based transitional instrument or enterprise agreement had applied to the employee; and that would have entitled the employee to payment of a district allowance.  This clause ceases to operate on 31 December 2014.
14.5	Accident pay (Instrument)	An employee is entitled to accident pay in accordance with the terms of:  - a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee, and  - that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.  The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.  This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.

Clause	Conditions Type	Description
14.6	Fares and travelling time (Instrument)	<p>Transitional airfares provision in respect of employees in the Territory of Christmas Island</p> <p>(a) An employee domiciled in the Territory of Christmas Island is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months continuous service.</p> <p>(b) The airfare payable is the equivalent of a return economy airfare from Christmas Island to Perth.</p> <p>(c) This clause ceases to operate on the 31 December 2014.</p>
17	Higher duties (Instrument)	Where an employee on any day performs work in a classification attracting a higher rate of pay then such higher rate of pay will apply for the whole day.
19	Inclement weather (Instrument)	<p>Employees will not be entitled to payment for time lost due to inclement weather unless work has ceased by agreement with the employer, provided that employees will not be required to work in unsafe conditions.</p> <p>Employees unable to work at a site due to inclement weather may be required to:</p> <ul style="list-style-type: none"> <li>- remain on site</li> <li>- transfer the crane to an alternative site</li> <li>- return to the depot</li> </ul> <p>until such inclement weather ceases or abates to allow safe work to continue.</p> <p>Where cranes are left on site for five working days or more and employees are deemed to be part of the site, the procedures on the site will apply. A crane will not be removed from a site if it is unsafe to do so as a result of weather conditions.</p> <p><b>Inclement weather</b> means the existence of abnormal climatic conditions (i.e. rain, hail, snow, high winds, cold, extreme high temperature, or any combination of these) where it is not reasonable or safe to continue working in.</p>
20.2-20.6	Method of payment (Instrument)	<p><b>Wages to be paid during working hours</b></p> <p>Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.</p>



Clause	Conditions Type	Description
		<p>If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept waiting.</p> <p><b>Payment by cheque</b></p> <p>In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the employee to cash the cheque.</p> <p><b>Day off coinciding with pay day</b></p> <p>In the event that an employee is to take a day off on a day which coincides with pay day, such employee will be paid no later than the working day immediately following pay day.</p> <p>Provided that where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p> <p><b>Termination of employment</b></p> <p>Upon termination of employment, wages due will be paid on the day of such termination or forwarded by electronic transfer or post on the next working day.</p> <p><b>Casual employees</b></p> <p>Where a casual employee is engaged for a work period which includes the designated pay day, wages will be paid in accordance with such arrangements. This will not affect the employee's status as a casual. If a casual is engaged on a daily basis, then the payment will be made on a daily basis unless otherwise mutually agreed.</p>
21	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> <li>- the employers responsibility to make superannuation contributions to a superannuation fund</li> <li>- the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund</li> <li>- the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.</li> </ul>

Clause	Conditions Type	Description
22.1-22.6	Hours of work (Instrument)	<p>The ordinary hours of work will be 38 per week, Monday to Friday, worked continuously at the discretion of the employer, between 6.00am and 6.00pm, except for meal breaks.</p> <p>The method of working the 38 hour week may be any one of the following:</p> <ul style="list-style-type: none"> <li>- by employees working less than eight ordinary hours each day</li> <li>- by employees working less than eight ordinary hours on one or more days each week</li> <li>- by fixing one week day on which all employees will be off during a particular work cycle</li> <li>- by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.</li> </ul> <p>A regular starting and finishing time will be fixed at each depot, which will not be changed, except after notice of at least a week. Provided that an employee's starting time for a particular day may be altered to suit the business requirements of the employer by mutual agreement with the employees concerned.</p> <p>The ordinary hours of work prescribed herein will not exceed 10 hours on any day, provided that any arrangement of ordinary working hours in excess of eight hours in any one day will be with the agreement of the majority of employees involved.</p> <p>An assessment should be made as to which method of implementation best suits the business and the proposal will be discussed with the employees concerned.</p> <p>Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the establishment concerned.</p>
22.7	Hours of work (Instrument)	<p><b>Providing for rostered days off</b></p> <p>Where the hours of work are arranged in accordance with the following:</p> <ul style="list-style-type: none"> <li>- by fixing one week day on which all employees will be off during a particular work cycle</li> <li>- by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle</li> </ul>

Clause	Conditions Type	Description
		<p>the ordinary working hours will be worked in a 20 day cycle, Monday to Friday inclusive, with eight hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing toward the 20th day which will be taken as a paid day off and known as a rostered day off.</p> <p>All other provisions regarding rostered days off are contained within the award.</p>
22.8	Hours of work (Instrument)	<p><b>Make-up time</b></p> <p>Subject to a majority of employees at a workplace agreeing to introduce this provision an employee, other than an employee on shiftwork, 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.</p> <p>Subject to a majority of employees at a workplace agreeing to introduce this provision an employee on shiftwork may elect, with the consent of their 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 shiftwork rate which would have been applicable to the hours taken off.</p>
23	Shiftwork (Instrument)	<p>Where an employee is engaged on a site where the shift loadings are higher than those provided in this award, such employee will receive the higher shift loadings.</p> <p>Where an employee is engaged on a site where employees receive compensation by way of annual leave and annual leave loading or otherwise for working Saturday, holiday and/or Sunday shifts, such employee will be given similar compensation for working such shifts.</p> <p>A day worker required to work shiftwork will receive one week's notice or payment of penalty rates.</p> <p><b>Definitions:</b></p> <ul style="list-style-type: none"> <li>- <b>Day shift</b> means any shift starting at or after 6.00am and before 10.00am.</li> <li>- <b>Afternoon shift</b> means any shift starting at or after 10.00am and before 8.00pm.</li> <li>- <b>Night shift</b> means any shift starting at or after 8.00pm and before 6.00am.</li> </ul>
23.6	Saturday and Sunday work	All time worked on Saturdays will be paid at overtime rates.

Clause	Conditions Type	Description
	(Instrument)	
24.1	Breaks - meal (Instrument)	A set meal break will be established in each depot by mutual agreement between the employer and employees, which may be altered by the employer by giving one week's notice. An employee will stop work for a meal break of 30 minutes on all working days, except Saturday and Sunday, between the hours of 11.30am and 1.00pm, inclusive.
24.2	Breaks - meal (Instrument)	<p><b>Meal interval during overtime</b></p> <p>If the period of overtime is more than 1.5 hours after working ordinary hours an employee, before starting such overtime, will be allowed a meal break of 20 minutes, which will be paid for at ordinary time.</p> <p>If agreement is reached between the employer and employee to vary this provision to meet the circumstances at hand, the employer will not be required to make payment in excess of 20 minutes.</p> <p>An employee working overtime will be allowed a meal break of 20 minutes for each four hours of overtime worked provided that the employee continues to work after such meal break.</p> <p>Where an employee is required to work overtime on a Saturday or Sunday, the first prescribed meal break will be between 10.00 am and 1.00 pm and be paid at ordinary rates.</p>
25	Overtime - other (Instrument)	<p>An employee may be required to work reasonable overtime. An employee may be notified to work such overtime prior to leaving work, or where the employee agrees, after having left work.</p> <p>An employee travelling between the depot and work site outside of ordinary hours will be paid at the appropriate overtime rates for the period of such travel.</p> <p>An employee travelling to and/or from home to start/finish overtime when reasonable means of transport are not available, will either be provided with transport to and/or from home or paid ordinary rates for the time taken for such travel.</p> <p>When overtime work is necessary, it will, wherever reasonable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts. An employee who works so much overtime:</p>

Clause	Conditions Type	Description
		<p>- between the finish of one shift and the commencement of the next shift, that they have not had at least 10 consecutive hours off duty between these times</p> <p>- on Saturdays, Sundays and holidays, without having had 10 consecutive hours off duty in the 24 hours before the employee's next shift</p> <p>will be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay.</p>
25.10	Call-back (Instrument)	<p>An employee recalled to work after leaving will be paid a minimum of four hours at the appropriate penalty rates. The employee will not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.</p> <p>An employee directed to be on standby either at home, place of work or elsewhere, to work prior to or after ordinary hours, or on a Saturday, or on a Sunday or public holiday, will be paid standby time at the ordinary rate for the period from which the employee is directed to standby and until released by the employer.</p> <p>Where such overtime goes beyond midnight or commences between midnight and 2.00am, a minimum of eight hours at the appropriate rate will be paid.</p>
25.11	Overtime – time off in lieu (Instrument)	<p>Subject to a majority of employees at a workplace agreeing, an employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.</p> <p>Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.</p> <p>An employer will, if requested by an employee, provide payment at the overtime rate, for any overtime worked, where such time has not been taken within four weeks of accrual.</p>
26.2	Annual leave (Instrument)	<p><b>Arrangements for taking leave</b></p> <p>Leave will be given and will be taken within six months from the date when the right to annual leave occurred and after not less than four weeks notice to the employee.</p>

Clause	Conditions Type	Description
		<p><b>Broken leave</b></p> <p>The annual leave will be given and taken in one or two continuous periods. If given in two separate periods, then one of those two periods must be at least 21 consecutive days, including non-working days.</p> <p>If the employer and an employee so agree, an annual leave entitlement may be given and taken in two separate periods, neither of which is of at least 21 consecutive days, including non-working days, or on three separate periods.</p> <p>An employee may elect, with the consent of the employer, to take annual leave in single day or part day periods not exceeding a total of five days in any calendar year.</p> <p>An employee and employer may agree to defer payment of the annual leave loading for single day absences, until at least five consecutive annual leave days are taken.</p> <p>Annual leave will be allowed and will be taken and, except in relation to proportionate leave entitlements upon termination, payment will not be made or accepted instead of annual leave.</p>
26.2	Annual leave - paid leave in advance of accrued entitlement (Instrument)	<p>An employer may allow an employee to take annual leave in advance of the entitlement accruing. In such circumstances, further annual leave will not accrue until 12 months after the leave was taken.</p> <p>Where an employer has allowed an employee to take annual leave in advance, and the employment terminates before the entitlement has accrued, the employer can deduct the entitlement from any money due to the employee on termination.</p>
26.3	Annual leave loading (Instrument)	<p>An employer is required to pay an additional leave loading of 17.5%, provided that where the employee would have received shift loadings, and such loading would be of a greater amount than 17.5%, then it will apply instead of 17.5%. The loading prescribed above will also apply to proportionate leave on lawful termination.</p>
26.4	Annual leave - close-down (Instrument)	<p>Where an employer closes down the depot or a section thereof, for the purposes of allowing annual leave to all or the bulk of employees:</p> <ul style="list-style-type: none"> <li>- The employer will give not less than four weeks notice of the close-down</li> </ul>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> <li>- An employer may stand off all employees in the depot or section concerned, for the duration of the close-down, and allow employees who do not have a full entitlement to annual leave, paid leave on a proportionate basis</li> <li>- An employee who has a full entitlement to annual leave will be allowed paid leave</li> <li>- All time during which an employee is stood off without pay will be deemed to be time of service for the purpose of annual leave accrual</li> <li>- An employer may close down the depot for one or two separate periods. If the employer closes down the depot in two separate periods, one of those periods will be for a period of at least 21 consecutive days including non-working days</li> <li>- Where the majority of the employees in the depot or section concerned agree, the employer may close down the depot in two separate periods either of which is of at least 21 consecutive days including non-working days, or in three separate periods. In such cases the employer will advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.</li> </ul>
26.5	Annual leave - close-down (Instrument)	<p><b>Part close-down and part rostered leave</b></p> <p>An employer may close down the depot, or a section thereof, for a period of at least 21 consecutive days including non-working days, and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.</p> <p>An employer may close down the depot, or a section thereof for a period of less than 21 consecutive days including non-working days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave will be subject to the agreement of the employer and the majority of employees in the depot, or a section thereof, and before asking the employees concerned for their agreement the employer will advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.</p>
28(b)	Community service leave (Instrument)	A weekly hire employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the jury service payment and the amount of wages the employee would have received had they not been on jury service.

Clause	Conditions Type	Description
29	Public holidays (Instrument)	<p>By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in the NES.</p> <p>An employer who terminates the employment of an employee except for reasons of misconduct or incompetence will pay the employee a day's ordinary wages for each holiday prescribed in or each holiday in a group which falls within 10 consecutive calendar days after the day of termination.</p>
14.3(a)(v)	Reimbursement of expenses (Instrument)	<p>The purchase of a Tasmanian Bluey Jacket will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion the employer will subsidise the cost of such jacket to an amount of \$59.70.</p>
14.3 (a) (ii)	Clothing, footwear and/ or equipment (Instrument)	<p>Where an employee is required to work in a place where in the absence of protective clothing or footwear, the employees' clothing or footwear will become wet, the employee will provide such waterproof clothing, safety helmet and footwear, as necessary, and be reimbursed by the employer for the cost of such clothing and protective equipment. Alternatively the employer may provide such clothing and protective equipment.</p> <p>The purchase of safety footwear will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion that an employee obtains safety footwear, the employer will subsidise the cost of such footwear to an amount of \$59.70.</p> <p>The employee will purchase the approved type safety footwear and will present the receipt in order to obtain the subsidy.</p> <p>All employees will be eligible for the subsidy after one month qualifying service with the employer.</p> <p>The purchase of a Tasmanian Bluey Jacket will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion the employer will subsidise the cost of such jacket to an amount of \$59.70.</p>

## **Frequency of Payment**



Wages will be paid in cash, cheque or direct transfer into the employee's bank (or other recognised financial institution) account either weekly or fortnightly.

**IMPORTANT NOTE: Disclaimer**

The Fair Work Ombudsman (FWO) is committed to providing useful, reliable information to help you understand your rights and obligations under workplace laws. The Pay and Conditions Guides are provided for that purpose.

There are factors that may affect the information contained in these Guides. These include:

- changes to pay rates, allowances, penalties or modern award provisions; eg after FWA's annual wage review which takes effect on 1 July each year
- changes to the Fair Work Act or other relevant legislation
- decisions of courts or Fair Work Australia, in particular regarding the effect of provisions in modern awards and pre-modern awards where those differ from the approach taken by the FWO.

The FWO will consider these matters and where appropriate update the Guides.

It is your responsibility to comply with workplace laws and industrial instruments that apply to you.

The information contained in these Pay and Conditions Guides is:

- general in nature and may not deal with all aspects of the law that are relevant to your specific situation; and
- not legal advice.

Therefore you may wish to seek your own independent professional advice to ensure all the factors relevant to your circumstances are properly considered.