

PAY AND CONDITIONS GUIDE

Concrete Products Award 2010 [MA000056] ('modern award')
replacing terms and conditions in or derived from

**Concrete Pipe And Concrete Products Factories Consolidated
(State) Award [AN120154]** ('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 industry award covers employers throughout Australia in the concrete products industry and their employees in the classifications listed in the award.

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

The award does not cover an employee excluded from award coverage by the Act.

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 the award in respect of on - hire employees in classifications covered by this award, and those on - hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out in the award 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.

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

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

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

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 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 Level 1

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Standard	Level 1	\$16.86
Standard	16 years	\$15.71
Standard	17 years	\$16.01
Standard	18 years	\$16.30
Standard	19 years	\$16.60
Standard	20 years	\$16.86
Tile manufacturing	16 years	\$15.57
Tile manufacturing	Level 1	\$16.70
Tile manufacturing	17 years	\$15.87
Tile manufacturing	18 years	\$16.17
Tile manufacturing	19 years	\$16.47
Tile manufacturing	20 years	\$16.70

Level 2

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Standard	Level 2	\$17.30
Tile manufacturing	Level 2	\$17.17

Level 3

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Standard	Level 3	\$17.90
Tile manufacturing	Level 3	\$17.76

Level 4

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Standard	Level 4	\$18.50
Tile manufacturing	Level 4	\$18.36

Level 5

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Standard	Level 5	\$19.47
Tile manufacturing	Level 5	\$19.34

Casual Level 1

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)	Post 26 March 2006 employer*
Standard	Level 1	\$21.25 (26%)	\$20.91 (24%)
Standard	16 years	\$19.79 (26%)	\$19.48 (24%)
Standard	17 years	\$20.17 (26%)	\$19.85 (24%)
Standard	18 years	\$20.54 (26%)	\$20.22 (24%)
Standard	19 years	\$20.92 (26%)	\$20.59 (24%)
Standard	20 years	\$21.25 (26%)	\$20.91 (24%)
Tile manufacturing	16 years	\$19.62 (26%)	\$19.31 (24%)
Tile manufacturing	Level 1	\$21.04 (26%)	\$20.71 (24%)
Tile manufacturing	17 years	\$20.00 (26%)	\$19.68 (24%)
Tile manufacturing	18 years	\$20.37 (26%)	\$20.05 (24%)
Tile manufacturing	19 years	\$20.75 (26%)	\$20.42 (24%)
Tile manufacturing	20 years	\$21.04 (26%)	\$20.71 (24%)

Level 2

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)	Post 26 March 2006 employer*
Standard	Level 2	\$21.80 (26%)	\$21.46 (24%)
Tile manufacturing	Level 2	\$21.63 (26%)	\$21.29 (24%)

Level 3

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)	Post 26 March 2006 employer*
Standard	Level 3	\$22.55 (26%)	\$22.20 (24%)
Tile manufacturing	Level 3	\$22.38 (26%)	\$22.03 (24%)

Level 4

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)	Post 26 March 2006 employer*
Standard	Level 4	\$23.31 (26%)	\$22.94 (24%)
Tile manufacturing	Level 4	\$23.14 (26%)	\$22.77 (24%)

Level 5

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)	Post 26 March 2006 employer*
Standard	Level 5	\$24.53 (26%)	\$24.14 (24%)
Tile manufacturing	Level 5	\$24.36 (26%)	\$23.98 (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 15.2 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	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
25%	50%	30%
50%	75%	55%
50%	100%	60%

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
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	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	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	1/07/2010	1/01/2010	1/07/2010
Modern award penalty	Penalty rate (phased)	Pre-modern award penalty	Penalty rate (phased)
	(20.00%)		(80.00%)
10.00%	2.00%	10.00%	8.00%
20.00%	4.00%	20.00%	16.00%
25.00%	5.00%	25.00%	20.00%
50.00%	10.00%	50.00%	40.00%
75.00%	15.00%	75.00%	60.00%
100.00%	20.00%	100.00%	80.00%
120.00%	24.00%	120.00%	96.00%
125.00%	25.00%	125.00%	100.00%
130.00%	26.00%	130.00%	104.00%
150.00%	30.00%	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:

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%

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.

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

For more information about transitional arrangements for loading/penalty entitlements please visit 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

Clause	Allowance Type	Description	Effective Date	Rate
16.1(a)	Industry allowance	All purpose allowance expressed as per week. An industry allowance for all purposes of the award will be payable to employees working in the concrete products industry, with the exception of employees working in factories whose sole purpose is the manufacture of tiles.	1/07/2013	\$0.4912 per hour (3.00%)
16.1(a)	Industry allowance	All purpose allowance expressed as per week. An industry allowance for all purposes of the award will be payable to employees working in factories whose sole purpose is the manufacture of tiles.	1/07/2013	\$0.3275 per hour (2.00%)
16.1(b)	Industry allowance	Employees working with cement or concrete articles (in and out of tanks) will be paid an allowance in respect of such time actually spent in tanks containing water with a minimum payment as for four hours.	1/07/2013	\$0.4912 per hour (3.00%)
16.3(b)(i)	Overnight stay	If the employee is unable to return to their home the same night and the employer does not provide board and lodging the employer will pay an allowance of each of the first seven days.	1/07/2013	\$73.0400 per day
16.3(b)(ii)	Overnight stay	For each subsequent week or part thereof.	1/07/2013	\$511.0100 per week

Clause	Allowance Type	Description	Effective Date	Rate
16.4	Leading hand allowance	<p>A leading hand will be paid the higher of the rate prescribed for the highest class of work supervised or their own classification rate together with the following additional allowance:</p> <p>In charge of less than 3 employees Note: This amount is already added to the base rate for leading hand - in charge of less than 3 employees classifications.</p>	1/07/2013	<p>\$0.4748 per hour.</p> <p>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). (2.90%)</p>
16.4	Leading hand allowance	<p>In charge of 3 to 6 employees Note: This amount is already added to the base rate for leading hand - in charge of 3 - 6 employees classifications.</p>	1/07/2013	<p>\$0.6222 per hour.</p> <p>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). (3.80%)</p>
16.4	Leading hand allowance	<p>In charge of more than 6 employees Note: This amount is already added to the base rate for leading hand - in charge of more than 6 employees classifications.</p>	1/07/2013	<p>\$0.7532 per hour.</p> <p>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). (4.60%)</p>

Clause	Allowance Type	Description	Effective Date	Rate
16.5(a)	Bitumen work allowance	An employee spraying or using bituminous and other similar preparations on exterior surfaces will be paid an allowance per hour or part of an hour whilst so engaged.	1/07/2013	\$0.4912 per hour (3.00%)
16.5(b)	Bitumen work allowance	An employee engaged on the preparation and/or the application of epoxy based materials will be paid an allowance per hour, or part of an hour whilst so engaged.	1/07/2013	\$0.7696 per hour (4.70%)
16.5(c)	Bitumen work allowance	An employee required to use a sand-blasting machine will be paid an allowance per hour or part of an hour whilst so engaged.	1/07/2013	\$0.7696 per hour (4.70%)
16.6	Forklift allowance	Where two or more fork-lifts or cranes are engaged in any one lift the drivers of the fork-lifts will be paid an additional amount for the time so occupied.	1/07/2013	\$0.1056 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). (0.64%)
16.7	Meal allowance	An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid an allowance for the first and subsequent meals. If an employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they will be	1/07/2013	\$13.9100 per meal

Clause	Allowance Type	Description	Effective Date	Rate
		paid the allowance for those meals they have provided themselves.		
16.8	First aid allowance	Any employee appointed by the employer to perform first aid duty, in addition to ordinary duties, will be paid an allowance in addition to their ordinary rate. (0.40% per week x 38 = 15.2% per hour)	1/07/2013	\$2.4888 per day (15.20%)
16.9	Uniform allowance	By agreement between the employer and the majority of employees, all employees will either: - be provided with an allowance to purchase the specified items of clothing, or - be issued with two sets of overalls or suitable alternative clothing at the commencement of employment and at the beginning of each subsequent 12 month period, provided that each employee will receive on a needs basis, an additional issue of overalls or suitable alternative clothing where due to the work location and/or type of work such issue is necessary, or - have made available to them the above items which will remain the property of the employer.	1/01/2010	\$2.6000 per week
16.10(a)	Boot allowance	Boot allowance By agreement between the employer and majority of employees, all employees will either: - receive a boot allowance for the purchase of approved safety boots - be issued with up to three pairs of safety boots per annum when provided with satisfactory evidence that any boots issued previously are no longer serviceable, or	1/01/2010	\$3.2000 per week

Clause	Allowance Type	Description	Effective Date	Rate
		- have made available to them the above items which will remain the property of the employer.		

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

All states covered by this instrument

Clause	Conditions Type	Description
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"> - arrangements for when work is performed - overtime rates - penalty rates - allowances - leave loading. <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"> - duty to notify, and

Clause	Conditions Type	Description
		- duty to discuss change.
9	Dispute resolution (Instrument)	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).
10	Consultation (Instrument)	<p>An eligible employee representative is entitled to, and the employer must grant, up to five days' training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure.</p> <p>An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.</p> <p>The notice to the employer must include details of the type, content and duration of the course to be attended.</p> <p>The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.</p> <p>An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.</p> <p>Leave of absence granted pursuant to this clause counts as service for all purposes of this award.</p> <p>An eligible employee representative is an employee:</p> <ul style="list-style-type: none"> - who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure, and -who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following: <p>Number of employees employed : Maximum number of eligible employee representatives entitled per year</p>

Clause	Conditions Type	Description
		<p>Between 5–15 employees : 1 representative Between 16–30 employees : 2 representatives Between 31–50 employees : 3 representatives Between 51–90 employees : 4 representatives More than 90 employees : 5 representatives</p> <p>Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.</p> <p>For the purpose of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time and part-time employees, and casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under the Dispute resolution provisions applies.</p>
11.4	Part-time conditions (Instrument)	<p>A part-time employee is an employee who:</p> <ul style="list-style-type: none"> - works less than 38 hours per week; and - works a regular number of ordinary hours each week. <p>At the time of first being engaged, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:</p> <ul style="list-style-type: none"> - the hours worked each day; - which days of the week the employee will work; and - the actual starting and finishing times of each day. <p>Any agreement to vary the regular pattern of work will be made, in writing, before the variation occurs.</p> <p>The agreement and variation will be retained by the employer and a copy given to the employee.</p> <p>An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee.</p>

Clause	Conditions Type	Description
		<p>A part-time employee will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p> <p>All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.</p>
11.5	Casual conditions (Instrument)	<p>A casual employee is an employee engaged and paid as such.</p> <p>A casual employee:</p> <ul style="list-style-type: none"> - must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which they are employed in, plus a casual loading of 25%; and - must be paid for a minimum of four hours each day they are engaged. <p>The casual loading is instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.</p>
11.6	Casual conditions (Instrument)	<p>Casual conversion</p> <p>A casual employee engaged for a sequence of periods of employment under this award during a period of 6 months will have the right to elect to have their ongoing contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.</p> <p>Within 4 weeks of the employee becoming eligible under this clause to convert the employer must give the employee written notice of these provisions. The employee retains their right of election even if the employer fails to comply with this notice requirement.</p> <p>Upon receiving notice from the employer or after the expiry of the time for giving such notice, the employee may give 4 weeks' notice in writing to the employer that they seek to elect to convert their employment</p> <p>Within 4 weeks of receiving such notice the employer must consent to or refuse the election, but must not unreasonably refuse.</p>

Clause	Conditions Type	Description
		<p>Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee and a genuine attempt must be made to reach agreement.</p> <p>If the employee does not make an election within 4 weeks of receiving written notice from the employer the employee will be considered to have elected against conversion.</p> <p>Once an election to convert has been made the employee may only revert to casual employment by written agreement with the employer.</p> <p>If a casual employee has elected to convert to full-time or part-time in accordance with these provisions, the employer and employee must discuss and agree upon:</p> <ul style="list-style-type: none"> - whether the employee will convert to full-time or part-time employment; and - if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours, as set out in the part-time employment provisions of this award. <p>An employee who has worked on a full-time basis throughout their casual employment has the right to elect to convert to full-time employment and an employee who has worked on a part-time basis during their casual employment has the right to elect to convert to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.</p> <p>Following an agreement being reached, the employee must convert to full-time or part-time employment.</p> <p>By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply these provisions as if the reference to 6 months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months.</p> <p>These provisions do not apply to an irregular casual who has been engaged to perform work on an occasional or non-systematic or irregular basis.</p> <p>An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this provision.</p>

Clause	Conditions Type	Description
12.2	Termination of employment - notice of termination by an employee (Instrument)	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, an amount not exceeding the amount the employee would have been paid in respect of the period of notice required less any period of notice actually given.
12.3	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.
13.2	Redundancy - transfer to lower paid duties (Instrument)	Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
13.3	Redundancy - employee leaving during notice period (Instrument)	An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
13.4	Redundancy - job search entitlement (Instrument)	An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. If the employee has been allowed paid leave for more than one day, the employee must, by request, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
13.5	Redundancy - transitional provisions (Instrument)	An employee is entitled to redundancy pay in accordance with the NAPSA that would have applied immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement - based transitional instrument or enterprise agreement had applied to the employee and that would have entitled the employee to redundancy pay in excess of the employee's entitlement under the NES. This includes employees engaged after 1 January 2010. The entitlement to redundancy pay under the NAPSA is limited to the amount which exceeds the entitlement under the NES.

Clause	Conditions Type	Description
		This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.
16.2	Travelling time (Instrument)	An employee transferred by the employer from one job to another job on the same day will be paid for the time spent in travelling as for time worked.
16.3(a)	Other (Instrument)	All reasonable fares for travel to and from an employee's place of work will be reimbursed for work done away from the employer's place of business.
16.10(b)	Other (Instrument)	A new employee who leaves within a period of four weeks of commencement will be charged the cost of boots and clothing supplied but this charge will be reduced by 25% for each completed week worked.
16.11	Clothing, footwear and/ or equipment (Instrument)	<p>When an employee is called upon to work in water or rain, the employer will reimburse the employee for the cost of purchasing:</p> <ul style="list-style-type: none"> - suitable boots and waders; - waterproof overcoat; and - sou'wester. <p>Reimbursement does not apply where the above items are paid for by the employer, issued in good and clean condition, and replaced on a fair wear and tear basis.</p> <p>The loss of protective clothing provided by the employer, due to the neglect or misuse by the employee will be charged against their wages, provided that no charge will be made in respect of reasonable wear and tear.</p>
16.12	Other (Instrument)	<p>Tools allowance</p> <p>The employer will supply each employee with all the requisite tools and gloves for the performance of their duties, or by agreement between the employer and the individual employee, the employer may reimburse the employee for reasonable expenses where a receipt is provided.</p>
16.13	Other (Instrument)	Loss of clothing

Clause	Conditions Type	Description
		The employer will be responsible for reimbursement of up to a maximum of \$746.90 for an employee's clothing which may be destroyed by fire in a changing house or other shelter provided that such destruction is not in any way caused by the employee's own act or neglect.
17	District allowance (Instrument)	<p>An employee in Western Australia is entitled to payment of a district allowance in accordance with the provisions of an award or notional agreement preserving a State award under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement - based transitional instrument or enterprise agreement had applied to the employee.</p> <p>This clause ceases to operate on 31 December 2014.</p>
18	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> - a notional agreement preserving a State award 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 - based transitional instrument or enterprise agreement 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. <p>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.</p> <p>This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.</p>
19	Higher duties (Instrument)	An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift. An employee undertaking such duties for two hours or less during one day or shift, must be paid the higher minimum wage for the time so worked.

Clause	Conditions Type	Description
20.2 - 20.4	Method of payment (Instrument)	<p>An employer may pay an employee's wages by electronic funds transfer into a bank or financial institution nominated by the employee or by cash or cheque.</p> <p>If payment is by cash or cheque, wages will be paid during ordinary working hours.</p> <p>When an employee is paid by way of electronic funds transfer and their wages are not in their nominated account on the designated pay day, the employer, if requested to do so by the employee, must provide their wages in cash by conclusion of the next day's shift.</p>
21	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> - the employers responsibility to make superannuation contributions to a superannuation fund - the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund - the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.
22	Hours of work (Instrument)	<p>The ordinary hours of work will be an average of 38 per week to be worked over a maximum work cycle of four weeks.</p> <p>The ordinary hours of work may be worked Monday to Friday, and will be worked continuously, except for meal breaks, between 6.00 am and 6.00 pm in respect of day work.</p> <p>The spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.</p> <p>Work done outside the spread of hours fixed in accordance with this clause for which overtime rates are payable will be deemed to be part of the ordinary hours of work when otherwise the ordinary hours worked would be less than those prescribed.</p> <p>The ordinary hours of work will not exceed 10 hours on any day. Provided that:</p> <ul style="list-style-type: none"> - in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement of the employer and the majority of employees in the plant or section or sections concerned; and

Clause	Conditions Type	Description
		<p>- by arrangement between an employer and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:</p> <ul style="list-style-type: none"> (i) proper health monitoring procedures being introduced; (ii) suitable roster arrangements being made; (iii) proper supervision being provided; (iv) adequate breaks being provided; and (v) an adequate trial or review process being implemented through the consultative process. <p>Method of arranging ordinary working hours</p> <p>The method of implementing the 38 hour week will be determined by agreement between the employer and the majority of employees directly affected, from one or more of the following:</p> <ul style="list-style-type: none"> - by employees working less than eight ordinary hours each day; - by employees working less than eight ordinary hours one or more days each week; and/or - by all employees having one week day off, excluding public holidays, in each 20 day work cycle, eight hours being worked on each of the other 19 days of those four weeks. <p>The day off is to be nominated by the employer:</p> <ul style="list-style-type: none"> - by fixing one weekday upon which all or any number of employees will be off during a particular 20 day work cycle; or - by rostering employees off on various week days during a particular 20 day work cycle. <p>Subject to operational requirements, preference will be given to days off being arranged to suit individual requests.</p> <p>Provided that the ordinary hours may be worked by such other method that is agreed upon between the employer and the majority of employees directly affected.</p> <p>Circumstances may arise where different methods of implementing a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.</p> <p>The day scheduled to be the day off may be worked as an ordinary working day without penalty when substituted by another day by agreement between the employer and the employee directly affected, or</p>

Clause	Conditions Type	Description
		<p>where a number of employees are directly affected, by agreement between the employer and a majority of the employees in respect of whom a substitute day off is sought.</p> <p>Excluding circumstances beyond the control of the employer, not less than seven days' advance notice is to be given concerning the days off allocated to employees.</p> <p>An employer may require the employee/s to accrue up to a maximum of five rostered days off.</p> <p>Where a rostered day off is accrued it will be allowed and taken within 12 months of its original due date.</p> <p>During each entitlement of four weeks' annual leave, the employee is deemed to have accumulated and taken a rostered day off.</p>
23.1 - 23.6	Breaks - meal (Instrument)	<p>Employees will be entitled to a meal break of not less than 30 minutes and not more than one hour which must be commenced within the fourth to sixth hours from the commencement of ordinary working hours.</p> <p>The employer may in appropriate circumstances reasonably require an employee to change the time of taking the meal break to ensure continuity of production.</p> <p>An employee who is required to work for more than two hours beyond their normal ceasing time in any day will be allowed a crib break of 20 minutes at ordinary rates. After each further four hours worked an employee will be entitled to a further crib break of 20 minutes without deduction of pay, if the employee continues working after such crib break.</p> <p>The employee and employer may agree to any variation of these provisions to suit the circumstances of the work in hand. Provided that the employer will not be required to make payment in respect of any crib break in excess of 20 minutes.</p> <p>The employer may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.</p>
23.7	Breaks - rest (Instrument)	<p>All employees will be entitled to one rest interval of 7.5 minutes duration to be taken prior to the meal interval and a further rest interval of 7.5 minutes duration will be taken after the meal interval where the employee is required to work more than six hours on any day or shift. The rest intervals will be taken at</p>

Clause	Conditions Type	Description
		<p>such times that will not interfere with the continuity of work. Such intervals are to be counted as time worked.</p> <p>By agreement between the employer and the majority of employees at a particular plant, one break of 15 minutes duration per day may be taken at a mutually agreeable time instead of the provisions above.</p>
24.1(b)	Overtime - other (Instrument)	The assignment of overtime by an employer to an employee will be based on specific work requirements and the practice of one in all in overtime will not apply.
24.5	Call-back (Instrument)	An employee recalled to work overtime, Monday to Friday inclusive after leaving the employer's business premises, whether notified before or after leaving the premises, will be paid for a minimum of four hours' work at the appropriate overtime rate for each time so recalled.
24.6(a)	Break between work periods (Instrument)	<p>When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p> <p>These provisions will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:</p> <ul style="list-style-type: none"> - for the purpose of changing shift rosters; or - where a shift is worked by arrangement between the employees themselves.
25.2	Shiftwork (Instrument)	<p>Hours—continuous work shifts</p> <p>These provisions will apply to shiftworkers on continuous work.</p> <p>Continuous work means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer.</p>

Clause	Conditions Type	Description
		<p>The ordinary hours of shiftworkers will average 38 per week inclusive of crib time and will not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.</p> <p>Subject to these provisions shiftworkers will work at such times as the employer may require.</p> <p>A shift will consist of not more than 10 hours inclusive of crib time; provided that:</p> <ul style="list-style-type: none"> - in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned; and - by agreement between an employer and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to: <ul style="list-style-type: none"> (i) proper health monitoring procedures being introduced; (ii) suitable roster arrangements being made; (iii) proper supervision being provided; (iv) adequate breaks being provided; and (v) an adequate trial or review process being implemented through the consultative process. <p>Except at the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.</p> <p>Twenty minutes will be allowed to shiftworkers each shift for a crib break which will be counted as time worked.</p>
25.3	Shiftwork (Instrument)	<p>Hours—other than continuous work</p> <p>These provisions will apply to shiftworkers not on continuous work. Subject to the Method of arranging ordinary working hours provisions in clause 22, the ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:</p> <ul style="list-style-type: none"> - 38 hours within a period not exceeding seven consecutive days; - 76 hours within a period not exceeding 14 consecutive - 114 hours within a period not exceeding 21 consecutive days; or

Clause	Conditions Type	Description
		<p>- 152 hours within a period not exceeding 28 consecutive days.</p> <p>An afternoon or night shiftworker will be allowed 20 minutes crib time in each shift which will be counted as time worked and paid for as such.</p> <p>Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.</p> <p>Night shift means any shift finishing subsequent to midnight and at or before 8.00 am.</p> <p>The ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than six hours without a meal break. Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours, provided that:</p> <ul style="list-style-type: none"> - the ordinary hours of work prescribed in this clause will not exceed 10 hours on any day; - in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and - by agreement between an employer, and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to: <ul style="list-style-type: none"> (i) proper health monitoring procedures being introduced; (ii) suitable roster arrangements being made; (iii) proper supervision being provided; (iv) adequate breaks being provided; and (v) an adequate trial or review process being implemented through the consultative process.
25.4	Rostering (Instrument)	Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.
25.5	Other (Instrument)	<p>Variation by agreement</p> <p>Subject to the Award flexibility and Consultation regarding major workplace change provisions, the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned.</p>

Clause	Conditions Type	Description
		<p>The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.</p>
26.2	Annual leave (Instrument)	<p>Seven day shiftworkers</p> <p>For the purpose of the additional week of annual leave provided for in the Fair Work Act 2009, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.</p> <p>Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.</p>
26.3	Annual leave - paid leave in advance of accrued entitlement (Instrument)	<p>By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.</p>
26.4	Annual leave - close-down (Instrument)	<p>Where an employer intends temporarily to close (or reduce to nucleus) for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause.</p> <p>In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.</p> <p>An employee who has accrued sufficient annual leave at the date of closing must be:</p> <ul style="list-style-type: none"> - given annual leave commencing from the date of closing; and - paid 1/12th of their ordinary pay for any period of employment between accrual of the employee's right to the annual leave and the date of closing. <p>Any employee who has not accrued sufficient annual leave at the date of closing must be:</p>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> - given leave without pay from the date of closing; and - paid for any public holiday during such leave for which the employee is entitled to payment.
26.5	Annual leave - excessive leave (Instrument)	<p>If an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:</p> <ul style="list-style-type: none"> - at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and - the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.
26.6	Annual leave loading (Instrument)	<p>Before the start of an employee's annual leave the employer must pay the employee:</p> <ul style="list-style-type: none"> - instead of the base rate of pay referred to in s.90(1) of the Fair Work Act 2009, the amount the employee would have earned for working their ordinary hours had they not been on leave; and - an additional loading of 17.5% of the employee's minimum rate prescribed in clause 15—Minimum wages plus leading hand, industry and first aid allowances where appropriate or if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.
29.3	Public holidays (Instrument)	By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.

Frequency of Payment

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