


### PAY AND CONDITIONS GUIDE

**Premixed Concrete Award 2010 [MA000057]** ('modern award')  
replacing terms and conditions in or derived from

**Australian Workers' Union Quarries and Concrete Batching  
Plants (A.C.T.) Award 1999 [AP765761]** ('pre-modern award')

**(ACT)**

Effective from 01 July 2013.

Published 06 January 2014 

#### **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 premixed concrete industry and their employees in the classifications listed in this award to the exclusion of any other modern award.

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 premixed concrete industry 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 provision operates subject to the exclusions from coverage in this award.

This award covers employers which provide group training services for trainees engaged in the premixed concrete industry and/or parts of premixed concrete industry 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 provision operates subject to the exclusions from coverage in this award.

The award does not cover employers and their employees in the on-site building, engineering and civil construction industry, covered by 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.

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>
Level 1	Concrete Batching Plants, Level 1, Trainee	\$17.23
Level 2	Concrete Batching Plants, Level 2, Assistant batcher/yardman	\$17.53
Level 3	Concrete Batching Plants, Level 2, Assistant batcher/yardman	\$18.08
Level 3	Concrete Batching Plants, Level 3, Batchers	\$18.14
Level 4	Concrete Batching Plants, Level 3, Batchers	\$18.64
Level 4	Concrete Batching Plants, Level 4, Allocater	\$18.64
Level 5	Concrete Batching Plants, Level 4, Allocater	\$19.50

### **Casual**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Level 1	Concrete Batching Plants, Level 1, Trainee	\$21.54 (25%)
Level 2	Concrete Batching Plants, Level 2, Assistant batcher/yardman	\$21.92 (25%)
Level 3	Concrete Batching Plants, Level 2, Assistant batcher/yardman	\$22.60 (25%)
Level 3	Concrete Batching Plants, Level 3, Batchner	\$22.68 (25%)
Level 4	Concrete Batching Plants, Level 3, Batchner	\$23.30 (25%)
Level 4	Concrete Batching Plants, Level 4, Allocater	\$23.30 (25%)
Level 5	Concrete Batching Plants, Level 4, Allocater	\$24.38 (25%)

In addition to the wages prescribed above, the following allowances are prescribed as 'all purpose allowances':

- Industry disability allowance
- Leading hand allowance
- First aid allowance

### **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 Award 2000 (AP790899), as adjusted from time to time.

### **Supported Wage**

Please refer to clause 14.2 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 Pre-modern award penalty	1/07/2014 Modern award penalty	1/07/2010 Penalty rate (phased)
25%	50%	30%
50%	75%	55%

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
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.

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
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:

<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%

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:

<b>First full pay period on or after</b>	<b>Percent of pre-modern award loading/penalty</b>
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.

<b>1/01/2014</b>	<b>1/07/2010</b>	<b>1/01/2010</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>	<b>Pre-modern award penalty</b>	<b>Penalty rate (phased)</b>
	<b>(20.00%)</b>		<b>(80.00%)</b>
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:

<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**

The definition of a leading hand provides that a leading hand can supervise an employee or employees. There is no allowance for a leading hand who only supervises one employee, although the classification is still that of a leading hand.

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>
15.1	Industry allowance	All purpose allowance expressed as per week.  All employees receive an allowance to compensate for the disabilities of the industry. This additional rate will be regarded as part of the standard rate for all purposes.	1/07/2013	\$0.5454 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to maximum of 38 hours week). (3.10%)
15.2	Leading hand allowance	All purpose allowance expressed as per week.  Leading hands or employees who are in charge of the plant where in charge of more than 2 and up to and including 5 employees and/or delivery vehicles.  This allowance 3.73% of the standard rate will be paid for all purposes.	1/07/2013	\$0.6563 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). (3.73%)
15.2	Leading hand allowance	All purpose allowance expressed as per week.	1/07/2013	\$0.7302 per hour.

Clause	Allowance Type	Description	Effective Date	Rate
		<p>Leading hands or employees who are in charge of the plant where in charge of more than 5 and up to and including 10 employees and/or delivery vehicles.</p> <p>This allowance 4.15% of the standard rate will be paid for all purposes.</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). (4.15%)</p>
15.2	Leading hand allowance	<p>All purpose allowance expressed as per week.</p> <p>Leading hands or employees who are in charge of the plant where in charge of more than 10 employees and/or delivery vehicles.</p> <p>This allowance 5.64% of the standard rate will be paid for all purposes.</p>	1/07/2013	<p>\$0.9923 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). (5.64%)</p>
15.3	First aid allowance	<p>All purpose allowance expressed as per week.</p> <p>An employee will be paid an additional 1.95% of the standard rate each week where the employee:</p> <p>has been employee trained to provide first aid, holds a current and appropriate first aid qualification (such as a certificate from St John Ambulance or a similar body) and is appointed by the employer to perform first aid duty.</p>	1/07/2013	<p>\$0.3431 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). (1.95%)</p>

Clause	Allowance Type	Description	Effective Date	Rate
15.4	Vehicle allowance	[[Use of private vehicle  Where employees during working hours are directed by the employer to use their private vehicle for any purpose, they must be paid an allowance.	1/07/2013	\$0.7600 per kilometre.
15.6(a)	Vehicle allowance	<b>Travel, board and lodging</b>  <b>Temporary transfer</b>  Employees temporarily transferred from their usual place of employment to another location must be paid at ordinary time rates for all time in excess of that usually spent in travelling to their place of employment and when required to use their private vehicle must be paid an allowance for all distance travelled in excess of that usually travelled to their place of employment.	1/07/2013	\$0.7600 per kilometre.
15.7(a)	Meal allowance	<b>Meal allowance for overtime</b>  If an employee is required to work overtime for two hours or more after their normal ceasing time the employee must be paid a meal allowance. The employee will be entitled to this meal allowance again six hours or more after their normal ceasing time and every four hours thereafter. If the employee is notified of the requirement to work overtime but the employee is not called upon to work that overtime the employee must be paid the allowance.	1/07/2013	\$13.9100 per meal.
15.6(f)(iii)	Accommodation allowance	<b>Travel, board and lodging</b> Allowance paid for reasonable board and lodging where such accommodation is not provided by the employer.	1/07/2013	\$472.9500 per week.

Clause	Allowance Type	Description	Effective Date	Rate
15.6(f)(iii)	Accommodation allowance	<b>Travel, board and lodging</b> Allowance paid for reasonable board and lodging where such accommodation is not provided by the employer.	1/07/2013	\$66.5500 per day.

## **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**

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	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: <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)	The award contains information on the employer's responsibility to consult regarding major workplace change including the:

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> <li>- duty to notify, and</li> <li>- duty to discuss change.</li> </ul>
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).
10.4	Part-time conditions (Instrument)	<p><b>Part-time employees</b></p> <p>A part-time employee is an employee who:</p> <ul style="list-style-type: none"> <li>- works less than 38 hours per week; and</li> <li>- works a regular number of ordinary hours each week.</li> </ul> <p>At the time of engagement, 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"> <li>- the hours worked each day;</li> <li>- which days of the week the employee will work; and</li> <li>- the actual starting and finishing times of each day.</li> </ul> <p>Any agreement to vary the regular pattern of work will be made in writing before the variation occurs. The agreement and variation will be retained by the employer and a copy given to the employee. An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</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 in accordance with clause 10.5.</p> <p>A part-time employee employed under the provisions of this clause 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>
10.5	Casual conditions (Instrument)	<p><b>Casual employees</b></p> <p>A casual employee is an employee engaged and paid as such.</p> <p>A casual employee:</p> <ul style="list-style-type: none"> <li>- must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which the employee is employed in, plus a casual loading of 25%; and</li> <li>- must be paid for a minimum of three hours each day the employee is employed.</li> </ul>

Clause	Conditions Type	Description
		The casual loading is paid as compensation for annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
10.6	Casual conditions (Instrument)	<p><b>Casual conversion</b></p> <p>A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.</p> <p>Where the employee requests to have their employment converted, the employer will advise the employee in writing, within four weeks of the request, as to whether the employer can consent to the request. Where such conversion occurs the details will be recorded in writing.</p> <p>If a casual employee has elected to become and has been converted to a full-time or a part-time employee, the employee may only revert to casual employment by written agreement with the employer. For the purposes of this clause, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.</p>
11.2	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 on termination, the difference between the amount of notice required and the amount of notice actually given.
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.
12.2	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.

Clause	Conditions Type	Description
12.3	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.
12.4	Redundancy - job search entitlement (Instrument)	<p>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.</p> <p>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.</p>
12.5	Redundancy - transitional provisions (Instrument)	<p>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.</p> <p>The entitlement to redundancy pay under the NAPSA is limited to the amount which exceeds the entitlement under the NES.</p> <p>This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.</p>
15.5(a)	Clothing, footwear and/or equipment (Instrument)	<p><b>Clothing issue</b></p> <p>Each employee must be provided with two pairs of appropriate overalls or trousers/shirt or shorts/shirt combinations per annum free of charge.</p> <p>Each employee must be provided with a maximum of two pairs of safety boots/shoes per annum on a one pair for one pair replacement basis.</p> <p>Any other article of protective clothing that is required must be provided by the employer and must be worn.</p> <p>The employer must replace such articles when, in the opinion of the employer, they are no longer in a serviceable condition, but no employee will be entitled to a replacement unless they return the</p>

Clause	Conditions Type	Description
		<p>corresponding article issued to them or, if the article is lost or misplaced by the employee to whom it was issued, the employee must pay a reasonable price for the article. The articles supplied in accordance with this subclause will remain the property of the employer.</p>
15.5(b)	Clothing, footwear and/or equipment (Instrument)	<p><b>Prescription case hardened lenses</b> An employer who requires an employee to have their prescription lenses case hardened must pay for the cost of such case hardening.</p>
15.5(c)	Clothing, footwear and/or equipment (Instrument)	<p><b>Replacement of damaged personal articles</b> An employer must compensate an employee to the extent of the damage sustained where, in the course of undertaking their work, the employee's clothing (other than the clothing provided by the employer), spectacles, hearing aids or tools are damaged or destroyed by fire, molten metal or through the use of corrosive substances.</p>
15.6(a)	Travelling time (Instrument)	<p>Employees temporarily transferred from their usual place of employment to another location must be paid at ordinary time rates for all time in excess of that usually spent in travelling to their place of employment.</p>
15.6 (b)	Transfer of employee (Instrument)	<p><b>Permanent change in locality</b> An employee who is employed in one locality to work in another; or is sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence; must be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or, in cases where the employee is in the process of buying a place of residence in the new locality, for a period not exceeding six months. Expenses will cease after the employee has taken up permanent residence at the new location.</p> <p><b>Expenses</b> means:</p> <ul style="list-style-type: none"> <li>- all fares reasonably incurred;</li> <li>- reasonable expenses incurred whilst travelling, including the amount of \$13.91 for each meal taken; and</li> <li>- the provision of reasonable board and lodging, or an allowance of \$472.95 per week of seven days or \$65.55 per day to cover the cost incurred for board and lodging.</li> </ul>
15.6 (b)	Transfer of employee	<p><b>Temporary change in locality</b></p>



Clause	Conditions Type	Description
	(Instrument)	<p>An employee sent temporarily from their usual locality to another and required to remain away from their usual residence must be paid travelling time whilst necessarily travelling between such localities and such expenses incurred whilst so absent from their usual locality.</p> <p><b>Expenses</b> means:</p> <ul style="list-style-type: none"> <li>- all fares reasonably incurred;</li> <li>- reasonable expenses incurred whilst travelling, including the amount of \$13.91 for each meal taken; and</li> <li>- the provision of reasonable board and lodging, or an allowance of \$472.95 per week of seven days or \$65.55 per day to cover the cost incurred for board and lodging.</li> </ul>
15.6(d)	Travelling time (Instrument)	The rate of pay for travelling time will be ordinary rates.
15.6(d)	Travelling time (Instrument)	The rate of pay for travelling time on Sundays will be time and a half.
15.6(d)	Travelling time (Instrument)	The rate of pay for travelling time on holidays will be time and a half.
15.6(e)	Travelling time (Instrument)	The maximum travelling time to be paid will be 12 hours out of every 24 or when a sleeping berth is provided by the employer for all night travel, eight hours out of every 24.
15.7(b)	Overtime - other (Instrument)	If the employee is notified of the requirement to work overtime but the employee is not called upon to work that overtime the employee must be paid the meal allowance
16	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> <li>- 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</li> <li>- 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.</li> </ul> <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>

Clause	Conditions Type	Description
		This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.
18	Higher duties (Instrument)	An employee who is required to do work for which a higher rate is fixed than that provided for their classification will, if such work exceeds a total of two hours on any day, be paid for all work done on such day at the higher rate. In all other cases the employee will be paid the higher rate for the actual time worked.
19	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> <p>Full details regarding superannuation are outlined within the award.</p>
20	Hours of work (Instrument)	<p>38 hour week Subject to this award an employee will work an average of 38 ordinary hours each week as directed by the employer.</p> <p>Ordinary hours of work An employee's ordinary hours of work will be worked:</p> <ul style="list-style-type: none"> <li>- on any day of the week Monday to Friday inclusive; and</li> <li>- between the hours of 6.00 am and 6.00 pm; or</li> <li>- between such spread of hours as is agreed between the employer and the majority of the employees in the section of the operation concerned,</li> </ul> <p>or if the employee is a shiftworker:</p> <ul style="list-style-type: none"> <li>- any day of the week Monday to Friday inclusive.</li> </ul>
20.3	Hours of work (Instrument)	<b>Maximum 10 ordinary hour day</b>

Clause	Conditions Type	Description
		Unless it is agreed between the employer and the majority of the employees in the section of the operation concerned, an employee's ordinary hours of work must not exceed 10 hours on any day.
20.4	Rostering (Instrument)	The employer must give an employee a roster for working their ordinary hours at least seven days in advance.
20.5	Rostering (Instrument)	<p>Change to rosters</p> <p>For the purpose of this clause unforeseen circumstances will mean circumstances outside the control of the employer which the employer would not ordinarily have had the opportunity to plan for in advance.</p> <p>If due to unforeseen circumstances the employer needs to change an employee's roster to keep the operation operating effectively the employer may change the employee's roster:</p> <ul style="list-style-type: none"> <li>- upon giving the employee no less than notice on the previous day of any such change if the employee is a day worker; or</li> <li>- upon giving the employee no less than notice on the previous day of any such change if the employee is a shiftworker provided that if the employee is given less than seven days notice the employee will continue to be paid their shift penalties they would have otherwise been entitled to for the balance of the seven days even if the employee is transferred to day work.</li> </ul>
20.11	Rostering (Instrument)	<p>Method of working the 38 hour week</p> <p>The method of working the 38 hour week will be arranged by the employer fixing a roster:</p> <ul style="list-style-type: none"> <li>- with one work day in the fourth week of a four week work cycle as a rostered day off on which the employee will be off work;</li> <li>- with two half days on which the employee may be rostered off during a particular four week work cycle;</li> <li>- for the employee to work their 38 ordinary hours each week in a fortnight, such that the employee is rostered off work for one day each fortnight; or</li> <li>- for the employee to work less than eight ordinary hours on each day.</li> </ul>
20.12(a)	Rostering (Instrument)	<p><b>Rostered days off</b></p> <p>Rostered days off will be taken as a paid day off.</p>
20.12(b)	Rostering (Instrument)	<p><b>Rostered days off on public holidays</b></p>

Clause	Conditions Type	Description
		When a rostered day off falls on a public holiday as prescribed in clause 27—Public holidays the next working day will be taken instead of the rostered day off unless an alternate day is agreed to between the employee and the employer.
20.12(c)	Rostering (Instrument)	<p><b>Rostered day off accrual</b></p> <p>Each day of paid leave taken and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for the purposes of accruing a rostered day off.</p>
20.12(d)(i)	Rostering (Instrument)	<p><b>Accumulation of rostered days off</b></p> <p>Rostered days off may be accumulated for a specific purpose (taking with annual leave etc.) and taken at a time agreed by the employee and the employer (such agreement to be made in writing).</p>
20.12(d)(ii)	Rostering (Instrument)	<p><b>Accumulation of rostered days off</b></p> <p>Rostered days off may be accumulated for no specific purpose in which case they will</p> <ul style="list-style-type: none"> <li>-be taken on at least 24 hours notice on a day that does not disrupt the satisfactory operation of the operation; or</li> <li>by agreement between the employer and employee, be paid out by the employer to the employee at the rate of 7.6 ordinary hours pay per rostered day off accumulated but not taken as at 31 January each year.</li> </ul>
21.1	Breaks - meal (Instrument)	<p><b>Work before break</b></p> <p>An employee will not be required to work for more than five ordinary hours of work without a break for a meal of not less than 30 minutes which will be taken as unpaid. Provided that an employee and the employer may agree to extend the five ordinary hours before taking a break up to six hours.</p>
21.2	Breaks - meal (Instrument)	<p><b>Continuity of operations</b></p> <p>Subject to clause 21.1, the time of taking a scheduled meal break may be altered by agreement between an employee and the employer or by the employer if it is necessary to maintain continuity of operations.</p>
20.3	Breaks - meal (Instrument)	<p><b>Staggering breaks</b></p>

Clause	Conditions Type	Description
		The employer may stagger the time of taking a meal break to meet operational requirements.
21.4	Breaks - meal (Instrument)	<b>Meal breaks for shiftworkers</b>  If the employee is a shiftworker the employee must be allowed a 30 minute paid meal break during each shift, which will be counted as time worked.
21.5	Breaks - meal (Instrument)	<b>Working through a meal break</b>  An employee who works during a meal break at the employer's request and is unable to take a meal break as prescribed will be paid at the rate of double the ordinary rate for the time so worked during the meal break on any day Monday to Friday inclusive.
21.5	Breaks - meal (Instrument)	<b>Working through a meal break</b>  An employee who works during a meal break at the employer's request and is unable to take a meal break as prescribed will be paid at the rate of treble the ordinary rate for the time so worked on Saturdays, Sundays and public holidays.
22.1	Breaks - rest (Instrument)	<b>Daily break</b>  An employee must be given a paid rest break of 10 minutes each day.
22.2	Breaks - rest (Instrument)	<b>Staggering</b>  The employer may stagger the time of taking a rest break to meet operational requirements.
22.3	Breaks - rest (Instrument)	<b>Continuous operation</b>  The time of taking a scheduled rest break may be altered by agreement between the employee and the employer or by the employer but only if it is necessary to maintain continuity of operations.
22.4	Breaks - rest (Instrument)	<b>Shiftworkers</b>

Clause	Conditions Type	Description
		In the case of shiftworkers the rest break may be combined (by the employer) with the paid meal break so as to enable a 40 minute paid meal break.
23.2	Overtime - other (Instrument)	<p><b>Day stands alone</b></p> <p>In computing overtime each day's work will stand alone.</p>
23.3(a)	Break between work periods (Instrument)	<p><b>Ten hour rest period</b></p> <p>Where overtime work is necessary it will wherever reasonably practicable be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.</p>
23.3(b)	Break between work periods (Instrument)	<p><b>Ten hour rest period</b></p> <p>Where the employee works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times they will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p>
23.3(c)	Break between work periods (Instrument)	<p><b>Ten hour rest period</b></p> <p>Where, if on the instruction of the employer, the employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at double their ordinary time rate of pay until they are released from duty for such period and the employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p>
23.4	Break between work periods (Instrument)	<p><b>Eight hour rest period for shiftworkers</b></p> <p>In the case of shiftworkers who rotate from one shift to another an eight hour rest period will apply when overtime is worked for the purpose of changing shift rosters or where a shiftworker does not report for duty.</p>

Clause	Conditions Type	Description
23.5	Recall (Instrument)	<p>If an employee is recalled to work overtime after leaving the operation (whether notified before or after leaving) the employee must be paid for a minimum of four hours' work (whether worked or not) or where the employee has been paid for standing by the employee must be paid a minimum of three hours' pay at the appropriate rate.</p> <p>This clause will not apply in cases where it is customary for the employee to return to the operation to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.</p> <p>If the employee is directed to hold themselves in readiness to work after their ordinary hours the employee must be paid stand-by time, at ordinary rates of pay, until released.</p>
23.6	Breaks - rest (Instrument)	<p><b>Overtime breaks</b></p> <p>If an employee is required to work overtime for two hours after the employee's normal ceasing time the employee must be provided with a 30 minute break without loss of pay, and an additional break for each four hours thereafter, provided that overtime work continues after any such break.</p>
23.7	Breaks - meal (Instrument)	<p><b>Weekend overtime breaks</b></p> <p>Where overtime is worked on a Saturday or Sunday and it continues after 12 noon, the employee must be given a paid break for a meal of 30 minutes between 12 noon and 1.00 pm, provided that the work continues after the meal break.</p>
23.8	Hours of work (Instrument)	<p><b>Weekend minimum</b></p> <p>If an employee is required to work overtime on a Saturday or Sunday the employee must be given at least four hours' work or receive four hours' pay.</p>
23.9	Overtime – time off in lieu (Instrument)	<p><b>Time off instead of payment for overtime</b></p> <p>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 within 12 months of the said election.</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>

Clause	Conditions Type	Description
		<p>If, having elected to take time as leave in accordance with this clause the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.</p> <p>Where no election is made in accordance with this clause the employee must be paid overtime rates in accordance with this award.</p>
24.2	Annual leave (Instrument)	<p><b>Seven day shiftworkers</b></p> <p>In addition to the leave provided for in the NES, shiftworkers who are rostered to work regularly on Sundays and public holidays will be allowed an additional one week's leave; provided that if, during the year of employment, an employee has served for only a portion of it as a seven day shiftworker, the additional leave will be one day for every 36 ordinary shifts worked as a seven day shiftworker.</p>
24.3	Annual leave (Instrument)	<p><b>Leave in advance</b></p> <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>
24.4	Annual leave (Instrument)	<p>Close-down</p> <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 may 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 in accordance with this clause, must be:</p> <ul style="list-style-type: none"> <li>- given annual leave commencing from the date of closing; and</li> <li>- 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.</li> </ul> <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"> <li>- given leave without pay from the date of closing; and</li> <li>- paid for any public holiday during such leave for which the employee is entitled to payment.</li> </ul>
24.5	Annual leave (Instrument)	<p>Leave must be taken within 18 months</p> <p>Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period and in the absence of agreement as provided for in s.88 of the Act, an employer may direct an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days' notice.</p>
24.6	Annual leave loading (Instrument)	<p><b>Payment and loading</b></p> <p>Before the start of an employee's annual leave the employer must pay the employee:</p> <ul style="list-style-type: none"> <li>- the amount the employee would have earned for working their normal hours, exclusive of overtime or other penalties or premiums, had they not been on leave; and</li> <li>- an additional loading of 17.5% of the employee's minimum weekly rate.</li> </ul>
24.6	Annual leave loading (Instrument)	<p><b>Payment and loading</b></p> <p>Before the start of an employee's annual leave the employer must pay the employee:</p> <ul style="list-style-type: none"> <li>- the amount the employee would have earned for working their normal hours, exclusive of overtime or other penalties or premiums, had they not been on leave; and</li> <li>- <b>shiftworkers</b> receive 17.5% of the employee's minimum weekly rate or their shift penalties, whichever is greater.</li> </ul>
27.2	Public holidays (Instrument)	<p><b>Substitution of public holidays by agreement</b></p> <p>By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.</p>

## **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 is committed to providing advice that you can rely on.

Your situation and the law can change so we encourage you to check back with us by looking at <http://www.fairwork.gov.au/pay/pay-and-conditions-guides/pages/default.aspx>