





**5 - Allowances and special rates (a) - contd**

- (iii) dust blowing in the wind on construction sites;
- (iv) sloppy or muddy conditions associated with the initial stages of construction;
- (v) the disability of working on all types of scaffold other than a single plank or a bosun's chair; and
- (vi) the lack of usual amenities associated with factory work

**Underground allowance**

- (b) (i) An employee required to work underground or in a shaft shall be paid an all purpose allowance of \$7.10 a week in addition to the allowance prescribed in subclause (a) hereof and any other amount prescribed for such employee elsewhere in this award

**Confined spaces**

(c) An employee required to work in place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid an additional 41 cents per hour or part thereof.

**Dirty work**

(d) An employee engaged on unusually dirty work shall be paid an additional 33 cents per hour or part thereof.

**Explosive powered tools**

(e) An employee using explosive powered tools shall be paid an additional 78 cents for each day or shift on which he uses such tools.

**Fumes**

(f) An employee required to work in a place where offensive fumes are present shall be paid such rates as are agreed upon between the Union and the employer.

**Height allowance**

(g) An employee working on any structure or where the construction exceeds 15 metres in height shall be paid for all work above 15 metres 33 cents per hour with 33 cents per hour additional for all work above each 15 metres.

**Hot bitumen work**

(h) An employee handling hot bitumen or asphalt or dipping materials in creosote, shall be paid 41 cents per hour extra.

**Toxic substances**

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

**5 - Allowances and special rates (i) - contd**

- (ii) Employees using such materials will be provided with and shall use all safeguards as are required by this award and the appropriate Government authority or in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the Union and the employer.
- (iii) Employees using toxic substances or materials of special hazard shall be provided with and shall use all safeguards as are required by this award and the appropriate Government authority or in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the Union and the employer.

**6 - Hours of work (a) - contd**

- (v) The accrued rostered day off prescribed in paragraphs (i) and (ii) hereof shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen

7 - CONTRACT OF EMPLOYMENT

(a) Except as provided by clause 8 of this award employment shall be by the week

**11 - DISTANT JOBS**

(a) Distant job shall mean employment at a place which requires the employee to live away from his usual place of residence.

(b) All time spent by an employee in travel to and from a distant job shall be counted as time worked and paid for as such.

(c) All fares and expenses reasonably incurred by an employee proceeding to and from a distant job shall be paid by the employer.

(d) Employees shall be provided with suitable full board and lodging free of charge at all distant jobs.

**12 - TOOLS**

All tools required by employees shall be provided free of charge by the employer. Where necessary the employer shall provide protective equipment.

**13 - REPORTING FOR DUTY**

Employees directed to report for work on a Saturday and not being required shall be paid for four hours at overtime rates and all fares actually and necessarily incurred in travelling to and from the job.

**14 - MIXED FUNCTIONS**

An employee engaged for more than 2 hours during one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day; t— b

16 - Overtime (b) - contd

Employees called upon to work during the recognised meal hour shall be paid at overtime rates for all time worked until they receive a meal break of the usual period, provided that where, for special reasons, it is necessary to alter the time of the recognised meal hour, employees may be called upon to work for not more than 30 minutes during such recognised meal hours without additional rates of pay, provided further that they receive equivalent meal time.

(c) An employee who works so much overtime:

- (i) between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least 10 consecutive hours off duty between these times; or,
- (ii) on Saturdays, Sundays and holidays not being ordinary working days or on a rostered day off without having had 10 consecutive hours off duty in the 24 hours preceding his ordinary commencing time on his next ordinary day or shift:

shall, subject to this subclause be released after completion of such overtime until he has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.

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

(d) Employees shall not be required to report at the place of work earlier than the ordinary starting time or return later than the ordinary ceasing time without the payment of overtime.

(e) An employee required to work on a Sunday or a public holiday shall be afforded at least 4 hours' work or shall be paid 4 hours at the appropriate rate.

(f) When an employee is recalled to work after leaving his job he shall be paid a minimum of 4 hours' at overtime rates.

Cribs

- (g) (i) An employee who is required to work overtime for 2 hours or more after the normal ceasing time shall be allowed, at the expiration of the said 2 hours, 30 minutes for a meal break or crib and thereafter a similar time allowance after every 4 hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.



**16 - Overtime (g) - contd**

- (ii) Where overtime is worked on a Saturday and work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 00 noon and 1.00 p.m. such meal break shall be taken without loss of pay.
- (iii) Where an employee is required to work after 12 00 noon on a Sunday or Holiday, he shall be allowed a meal break of 30 minutes between 12 00 noon and 1.00 p.m. without loss of pay.

(h) An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

**17 - MEAL ALLOWANCE**

An employee required to work overtime for more than 1-1/2 hours after the ordinary ceasing time shall be provided with a meal or shall be paid \$5.70 for such a meal and after the completion of each 4 hours on continuous overtime, shall be paid \$5.70 for each subsequent meal in addition to his overtime payment.

**18 - SICK LEAVE**

(a) An employee who, after not less than 3 months' continuous service in his current employment, is unable to attend for duty during his ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the Workers' Compensation Act) not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rate of pay for the time of such non attendance subject to the following:

- (i) Payment in connection with sick leave is to be made on the next regular pay day after the employee reports sick and such payment shall continue on regular pay days until the employee exhausts his sick leave or resumes duty.
- (ii) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation. Where a claim for workers' compensation is made by an employee payment of sick leave under this clause shall not be payable in respect of the period covered by the said claim until such claim has been disposed of.
- (iii) He shall within 24 hours of the commencement of such absence inform his employer or his representative of his inability to attend for duty and as far as possible, state the nature of the illness or incapacity and the estimated duration of the absence.
- (iv) He shall prove to the satisfaction of his employer (or in the event of a dispute the Australian Industrial Relations Commission) that he is or was unable on account of such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.

**18 - Sick leave (a) - contd**

- (v) Subject to the provisions of paragraph (vi) hereof, he shall not be entitled in any one year of continuous employment to sick pay for more than 10 ordinary working days. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this Award in or in respect of such year.
  
- (vi) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, whether under this or any other award, so that any part of the 10 days which has not been allowed in any one year may

**19 - Annual leave - contd****Method of taking leave**

- (b) (i) Either 28 consecutive days or 2 separate periods of not less than 7 consecutive days in all cases exclusive of any public holidays occurring therein, shall be given and taken within 6 months from the date when the right to annual leave accrued
- (ii) Where an employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to the Commission for decision
- (iii) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provision of paragraph (i) hereof may be altered by agreement between the employer and a majority of employees affected under this

19 - Annual leave - contd

**Proportionate leave on termination**

19 - Annual leave - contdLeave paymentPayment for period of leave

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

Annual leave loading

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

Service under previous award

(h) For the purposes of calculating annual leave the service of the employee prior to the operative date of this award shall be taken into account but an employee shall not be entitled to leave (or payment in lieu thereof for any period in respect of which leave (or payment in lieu thereof) has been allowed or made under any previous award.

Commencement of leave - distant jobs

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

Prohibition of alternative arrangements

(j) An employer shall not make payment to an employee in lieu of annual leave.

20 - Training leave - contd

(b) nominations shall not involve absences from work of more than two delegates from the union per establishment (for a maximum of 5 days for each nominee) in each calendar year and, for the purposes of this subclause, a calendar year shall mean period from January 1 to December 31 inclusive;

(c) leave of absence granted shall be counted as time worked for the purposes of annual leave, sick leave and long service leave. Job representatives attending shall receive their normal rate of pay whilst on such leave.

**21 - PUBLIC HOLIDAYS**

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

(b) In addition to the public holidays prescribed in subclause (a) hereof the following additional public holidays shall apply:

In New South Wales: Union Picnic Day (first Monday in December).

In Victoria: Union Picnic Day (first Monday in December) and Melbourne Cup Day.

In South Australia: the third Monday in May.

In Western Australia: Foundation Day

In Queensland: Local Show Day

In Tasmania: Regatta Day in Southern Tasmania (i.e. Otlands and all towns south of Otlands) and on Recreation Day in Northern Tasmania (i.e. in all towns north of Otlands).

(c) Where in a State or Territory or locality within a State or Territory an additional public holiday is prescribed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this award for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been prescribed or ordered as required

(d) An employer who terminates the employment of an employee except for reason of misconduct or incompetency (proof of which shall be upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in subclauses 21 p And eht hld dd \$ end d elV p pr







**29 - TIME RECORDS**

The employer shall keep a record from which can be readily ascertained the following

- (a) The name and classification of each employee.
- (b) The hours worked each day.
- (c) The gross amount of wage and allowances paid
- (d) The net amount of wages and the nature thereof.
- (e) The employer's Workers' Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.
- (f) Any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE Tax, whether under a Group Employer's Scheme or not.
- (g) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employers registration, the date of the last payment, and the period for which that payment applies. (Where such documentation is available under State Legislation).

All records and documentation referred to in this clause or copies thereof, shall be available for inspection by a duly accredited official of the Union during the usual hours at the employer's office or other convenient place.

**30 - DAMAGE TO CLOTHING**

An employee whose clothing is spoiled by any deleterious substance due to the circumstances of his employment shall be recompensed by his employer to the extent of his loss.

**31 - BEREAVEMENT LEAVE**

(a) An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work.

(b) Proof of such death shall be furnished by the employee to the satisfaction of his employer. Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

(c) For the purpose of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

**32 - JURY SERVICE**

(a) An employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

**BY THE COMMISSION**

**COMMISSIONER**

**Appearances:**

**W Bodkin for The Australian Workers' Union**

**RE Curtis for Barrier Membranes, a division of Barrier Consolidated Industries Pty Ltd**

**Dates and place of hearing:**

**1989**

**Sydney:**

**March 9, 29**

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