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Part 1—Application and Operation

1. Title
This award is the Premixed Concrete Award 2010.

2. Commencement date
This award commences on 1 January 2010.

3. Definitions and interpretation
3.1 In this award, unless the contrary intention appears:

   Act means the Fair Work Act 2009 (Cth)

   award-based transitional instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

   employee means a national system employee as defined in sections 13 and 30C of the Act

   employer means a national system employer as defined in sections 14 and 30D of the Act

   enterprise award-based instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

   leading hand means an employee who is required to supervise, direct or to be in charge of another employee or employees

   NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)

   premixed concrete industry means the industry of premixed concrete manufacturing

   premixed concrete means a mixture of cement and/or aggregates and/or water and/or such materials as may be specified for delivery to the purchaser ready for use

   standard rate means the minimum weekly rate for Level 3 in clause 14—Minimum wages

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
Premixed Concrete Award 2010

4. Coverage

4.1 This industry award covers employers throughout Australia in the premixed concrete industry and their employees in the classifications listed in Schedule A—Classification Descriptors, to the exclusion of any other modern award.

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

4.3 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.

4.4 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.

4.5 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.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;
(b) overtime rates;
(c) penalty rates;
(d) allowances; and
7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.
Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

9. Dispute resolution

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employees may be employed in one of the following categories:

(a) full-time;

(b) part-time; or

(c) casual.

10.2 At the time of commencing employment an employer must inform an employee, in writing, of the category of their employment; whether it is full-time, part-time or casual.

10.3 Full-time employees

A full-time employee is an employee who is employed to work an average of 38 ordinary hours per week.

10.4 Part-time employees

(a) A part-time employee is an employee who:

(i) works less than 38 hours per week; and

(ii) works a regular number of ordinary hours each week.
(b) 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:

(i) the hours worked each day;
(ii) which days of the week the employee will work; and
(iii) the actual starting and finishing times of each day.

(c) Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.

(d) The agreement and variation will be retained by the employer and a copy given to the employee.

(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

(f) 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.

(g) 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.

(h) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

10.5 Casual employees

(a) A casual employee is an employee engaged and paid as such.

(b) A casual employee:

(i) 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

(ii) must be paid for a minimum of three hours each day the employee is employed.

(c) 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 conversion

(a) 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.
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(b) 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.

c) Where such conversion occurs the details will be recorded in writing.

d) 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.

e) For the purposes of clause 10.6, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3 Job search entitlement

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. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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 and the employer may, at the employer’s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

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 under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

(a) 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.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, 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.

(c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions

(a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

(i) 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 made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.

(b) The employee’s entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.

(d) Clause 12.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

13.1 All employees covered by this award must be classified according to the structure set out in Schedule A—Classification Descriptors. Employers must advise their employees in writing of their classification and any changes to their classification.

13.2 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.
14. **Minimum wages**

14.1 A full-time employee must be paid a minimum weekly rate for their classification as set out in the table below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$560.20</td>
</tr>
<tr>
<td>Level 2</td>
<td>$565.40</td>
</tr>
<tr>
<td>Level 3</td>
<td>$586.50</td>
</tr>
<tr>
<td>Level 4</td>
<td>$603.90</td>
</tr>
<tr>
<td>Level 5</td>
<td>$637.60</td>
</tr>
</tbody>
</table>

14.2 **Supported wage system**

See Schedule B

14.3 **National training wage**

See Schedule C

15. **Allowances**

15.1 **Industry disability allowance**

An employee engaged in any of the work specified in this award will be paid an allowance of 3.10% of the standard rate per week to compensate for the disabilities of the industry. This additional rate will be regarded as part of the standard rate for all purposes.

15.2 **Leading hand**

(a) Employees performing work as a leading hand or who are in charge of the plant (as defined) will be paid the following additional percentage of the standard rate per week:

<table>
<thead>
<tr>
<th>Leading hand</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>In charge of more than 2 and up to and including 5 employees and/or delivery vehicles</td>
<td>3.73</td>
</tr>
<tr>
<td>In charge of more than 5 and up to and including 10 employees and/or delivery vehicles</td>
<td>4.15</td>
</tr>
<tr>
<td>In charge of more than 10 employees and/or delivery vehicles</td>
<td>5.64</td>
</tr>
</tbody>
</table>

(b) This allowance will be paid for all purposes.
15.3 First aid allowance

(a) An employee will be paid an additional 1.95% of the standard rate each week where the employee:

(i) has been trained to provide first aid;

(ii) holds a current and appropriate first aid qualification (such as a certificate from St John Ambulance or a similar body); and

(iii) is appointed by the employer to perform first aid duty.

(b) This payment will be paid for all purposes.

15.4 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 of $0.74 per kilometre travelled.

15.5 Protective clothing and equipment

(a) Clothing issue

(i) Each employee must be provided with two pairs of appropriate overalls or trousers/shirt or shorts/shirt combinations per annum free of charge.

(ii) 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.

(iii) Any other article of protective clothing that is required must be provided by the employer and must be worn.

(iv) 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 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.

(v) The articles supplied in accordance with this subclause will remain the property of the employer.

(b) Prescription case hardened lenses

An employer who requires an employee to have their prescription lenses case hardened must pay for the cost of such case hardening.
(c) **Replacement of damaged personal articles**

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 that referred to in clause 15.5(a)), spectacles, hearing aids or tools are damaged or destroyed by fire, molten metal or through the use of corrosive substances.

15.6 **Travel, board and lodging**

(a) **Temporary transfer**

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 as set out in clause 15.4 for all distance travelled in excess of that usually travelled to their place of employment.

(b) **Permanent change in locality**

An employee:

(i) employed in one locality to work in another; or

(ii) 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.

(c) **Temporary change in locality**

An employee sent from their usual locality to another (in circumstances other than those prescribed in clause 15.6(b)) 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.

(d) **Rate for travelling time**

The rate of pay for travelling time will be ordinary rates, except on Sundays and holidays when it will be time and a half.

(e) **Maximum travel time**

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.
(f) Meaning of expense

Expense for the purpose of clause 15.6 means:

(i) all fares reasonably incurred;

(ii) reasonable expenses incurred whilst travelling, including the amount of $11.85 for each meal taken; and

(iii) the provision of reasonable board and lodging, or an allowance of $429.95 per week of seven days or $60.50 per day to cover the cost incurred for board and lodging.

15.7 Meal allowance for overtime

(a) 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 of $11.85. The employee will be entitled to this meal allowance again six hours or more after their normal ceasing time and every four hours thereafter.

(b) 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 amount provided in clause 15.7(a).

15.8 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take-away and fast foods sub-group</td>
</tr>
<tr>
<td>Vehicle allowance</td>
<td>Private motoring sub-group</td>
</tr>
<tr>
<td>Travel, board and lodging</td>
<td>Recreation, travel and holiday accommodation group</td>
</tr>
</tbody>
</table>

16. Accident pay

16.1 Subject to clause 16.2, an employee is entitled to accident pay in accordance with the terms of:

(a) 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 made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and
(b) 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.

16.2 The employee’s entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee’s entitlement to accident pay, if any, under any other instrument.

16.3 This clause does not operate to diminish an employee’s entitlement to accident pay under any other instrument.

16.4 This clause ceases to operate on 31 December 2014.

17. Payment of wages

17.1 Pay week

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

17.2 Method of payment

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.

17.3 Time of payment—cash or cheque

If payment is by cash or cheque, wages will be paid during ordinary working hours.

17.4 Electronic funds transfer wages fail to be deposited

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.

18. Higher duties

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

19.1 Superannuation legislation

(a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity
to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

19.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds:

(a) Australian Public Superannuation Fund;

(b) Asset Super;

(c) Westscheme; or

(d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.
Part 5—Hours of Work and Related Matters

20. Ordinary hours of work and rostering

20.1 38 hour week
Subject to this award an employee will work an average of 38 ordinary hours each week as directed by the employer.

20.2 Ordinary hours of work
An employee’s ordinary hours of work will be worked:

(a) on any day of the week Monday to Friday inclusive; and
(b) between the hours of 6.00 am and 6.00 pm; or
(c) between such spread of hours as is agreed between the employer and the majority of the employees in the section of the operation concerned,
or if the employee is a shiftworker:
(d) any day of the week Monday to Friday inclusive.

20.3 Maximum 10 ordinary hour day
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 Rosters
The employer must give an employee a roster for working their ordinary hours at least seven days in advance.

20.5 Change to rosters

(a) For the purpose of clause 20.5(b) 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.

(b) 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:

(i) upon giving the employee no less than notice on the previous day of any such change if the employee is a day worker; or

(ii) 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.
20.6 \textbf{Afternoon shifts}

For the purpose of this clause \textit{afternoon shift} means any shift finishing after 6.00 pm and at or before midnight. If the employee is rostered to work an afternoon shift, the employee must be paid an afternoon shift allowance of 15\% extra for such shift.

20.7 \textbf{Night shift}

For the purpose of this clause, \textit{night shift} means any shift finishing subsequent to midnight and at or before 8.00 am. If the employee is rostered to work a night shift, the employee must be paid a night shift allowance of 15\% extra for such shift. Where an employee works permanent night shifts, a shift allowance of 30\% extra is payable.

20.8 \textbf{Saturday shifts}

If an employee works a shift, part of which is between midnight on Friday and midnight on Saturday, the employee must be paid at the rate of time and a half for the first two hours and double time thereafter and such extra rate will be in substitution for and not cumulative upon the shift allowance.

20.9 \textbf{Sunday shifts}

If an employee works a shift, part of which is between midnight on a Saturday and midnight on a Sunday, the employee must be paid at the rate of double time and such extra rate will be in substitution for and not cumulative upon the shift allowance.

20.10 \textbf{Public holiday shifts}

If an employee works a shift, part of which is on a public holiday, the employee must be paid at the rate of double time and a half and such extra rate will be in substitution for and not cumulative upon the shift allowance.

20.11 \textbf{Method of working the 38 hour week}

The method of working the 38 hour week will be arranged by the employer fixing a roster:

(a) 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;

(b) with two half days on which the employee may be rostered off during a particular four week work cycle;

(c) 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

(d) for the employee to work less than eight ordinary hours on each day.

20.12 \textbf{Rostered days off}

(a) Rostered days off will be taken as a paid day off.
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(b) **Rostered days off on public holidays**

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.

(c) **Rostered day off accrual**

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.

(d) **Accumulation of rostered days off**

Rostered days off may be:

(i) 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); or

(ii) accumulated for no specific purpose in which case they will:

- be taken on at least 24 hours notice on a day that does not disrupt the satisfactory operation of the operation; or

- by agreement with 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.

21. **Meal breaks**

21.1 **Work before break**

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.

21.2 **Continuity of operations**

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.

21.3 **Staggering breaks**

The employer may stagger the time of taking a meal break to meet operational requirements.

21.4 **Meal breaks for shiftworkers**

Despite the provisions of this clause, 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 Working through a meal break

An employee who works during a meal break prescribed by this clause 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 and at the rate of treble the ordinary rate for the time so worked on Saturdays, Sundays and public holidays.

22. Rest breaks

22.1 Daily break

An employee must be given a paid rest break of 10 minutes each day.

22.2 Staggering

The employer may stagger the time of taking a rest break to meet operational requirements.

22.3 Continuous operation

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 Shiftworkers

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. Overtime

23.1 Payment

Subject to clauses 23.3 and 23.4, for all work performed by an employee outside of and/or in excess of the employee’s ordinary hours the employee must be paid at the rate of time and a half for the first two hours and double time thereafter. Provided that, for work done on a Sunday an employee must be paid at the rate of double time with a minimum payment for four hours’ work.

Such double time is to continue until the completion of the overtime worked.

23.2 Day stands alone

Except as provided in clause 23.3, in computing overtime each day’s work will stand alone.

23.3 Ten hour rest period

(a) 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.
(b) 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.

(c) 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.

23.4 **Eight hour rest period for shiftworkers**

The provisions of clause 23.3 will apply in the case of shiftworkers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shiftworker does not report for duty.

23.5 **Recall and stand-by**

(a) 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.

(b) 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.

(c) Overtime worked in the circumstances set out above, will not be regarded as overtime for the purposes of clause 23.6 when the actual time worked is less than three hours on each such recall.

(d) If the employee is directed to hold themself in readiness to work after their ordinary hours the employee must be paid stand-by time, at ordinary rates of pay, until released.

23.6 **Overtime breaks**

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.
23.7 **Weekend overtime breaks**

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.

23.8 **Weekend minimum**

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.

23.9 **Time off instead of payment for overtime**

(a) 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.

(b) 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.

(c) If, having elected to take time as leave in accordance with clause 23.9(a), 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.

(d) Where no election is made in accordance with clause 23.9(a), the employee must be paid overtime rates in accordance with this award.

**Part 6—Leave and Public Holidays**

24. **Annual leave**

24.1 Annual leave is provided for in the NES.

24.2 **Seven day shiftworkers**

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.

24.3 **Leave in advance**

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.

24.4 **Close-down**

(a) 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.

(b) 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.

(c) An employee who has accrued sufficient annual leave at the date of closing in accordance with clause 24.4(a), must be:

(i) given annual leave commencing from the date of closing; and

(ii) 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.

(d) Any employee who has not accrued sufficient annual leave at the date of closing must be:

(i) given leave without pay from the date of closing; and

(ii) paid for any public holiday during such leave for which the employee is entitled to payment.

24.5 Leave must be taken within 18 months

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.

24.6 Payment and loading

Before the start of an employee’s annual leave the employer must pay the employee:

(a) instead of the base rate of pay referred to in s.90(1) of the Act, 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

(b) an additional loading of 17.5% of the employee’s minimum weekly rate prescribed in clause 14—Minimum wages. Shiftworkers receive 17.5% or their shift penalties, whichever is greater.

25. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the NES.

26. Community service leave

Community service leave is provided for in the NES.
27. **Public holidays**

27.1 Public holiday entitlements are provided for in the NES.

27.2 **Substitution of public holidays by agreement**

By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.

27.3 **Payment for work on a public holiday**

If an employee works on any of the holidays arising from this clause or any day substituted for such holidays the employee must be paid at the rate of double time and a half of their ordinary rate of pay.
Schedule A—Classification Descriptors

A.1 Level 1

An employee without industry skills, training to be a batcher, allocater, tester or plant assistant. An employee may work at this level for up to six months.

A.2 Level 2

An employee responsible for materials handling, labouring, cleaning, casual operation of the batching plant, operation of associated plant including front end loader driver, and/or plant servicing/basic maintenance.

A.3 Level 3

A.3.1 All duties of a Level 2 employee.

A.3.2 Primary task of operating batch plant, including a plant with computerised batching requiring use of keyboard.

A.3.3 Includes employees engaged in testing of concrete in any laboratory, or as required, on any site away from the laboratory on work in or in connection with or incidental to the sampling or testing and/or sampling and testing of concrete.

A.4 Level 4

All duties of a Level 3 employee and performs batching and dispatching as the primary task.

A.5 Level 5

A.5.1 All duties of a Level 4 employee.

A.5.2 Batching plant worker in charge of a plant regularly required to perform two or more of the following functions:

- nominate starting and/or finishing times for the employees and sub-contract drivers working at, or from, the plant concerned and accept responsibility for employee’s and sub-contractors time sheets being completed correctly;

- accept responsibility for ordering raw materials and/or arranging maintenance and/or repairs to equipment from sources outside the company;

- exercise discretion as to the provisions of credit or acceptance of cheques;

- accept responsibility for ensuring availability of trucks including authorisation of truck hire; and

- approval of waiting time logs, accept responsibility and banking of monies received.
Schedule B—Supported Wage System

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

B.2 In this schedule:

 approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate

B.3 Eligibility criteria

B.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

B.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
B.4  **Supported wage rates**

B.4.1  Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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<tr>
<th>Assessed capacity (clause B.5)</th>
<th>Relevant minimum wage</th>
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B.4.2  Provided that the minimum amount payable must be not less than $69 per week.

B.4.3  Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

B.5  **Assessment of capacity**

B.5.1  For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

B.5.2  All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B.6  **Lodgement of SWS wage assessment agreement**

B.6.1  All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

B.6.2  All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.
B.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

B.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

B.9 Workplace adjustment

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

B.10 Trial period

B.10.1 In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

B.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

B.10.3 The minimum amount payable to the employee during the trial period must be no less than $69 per week.

B.10.4 Work trials should include induction or training as appropriate to the job being trialled.

B.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.
Premixed Concrete Award 2010

Schedule C—National Training Wage