

Joinery and Building Trades Award 2010

The above award was first made on 3 April 2009 [\[PR986370\]](#)

This consolidated version of the award includes variations made on 11 September 2009 [\[PR988412\]](#)

NOTE: Transitional provisions may apply to certain clauses – see clause 2 and Schedule A

Table of Contents

[Varied by [PR988412](#)]

Part 1—Application and Operation	3
1. Title	3
2. Commencement and transitional.....	3
3. Definitions and interpretation	4
4. Coverage	5
5. Access to the award and the National Employment Standards.....	6
6. The National Employment Standards and this award.....	6
7. Award flexibility	7
Part 2—Consultation and Dispute Resolution.....	8
8. Consultation regarding major workplace change.....	8
9. Dispute resolution	9
Part 3—Types of Employment and Termination of Employment	9
10. Full-time employment.....	9
11. Part-time employment.....	9
12. Casual employment.....	10
13. Apprentices	12
14. School-based apprentices	14
15. Trainees	14
16. Termination of employment.....	14
17. Redundancy.....	14
Part 4—Minimum Wages and Related Matters.....	16
18. Classifications and minimum wages.....	16
19. Apprentice minimum wages	17
20. Adult apprentice minimum wages	18
21. Trainee minimum wages	19
22. Supported wage system.....	19

Joinery and Building Trades Award 2010

23.	Employer and employee duties	19
24.	Allowances and special rates	19
25.	Higher duties	29
26.	Payment of wages	30
27.	Superannuation.....	30
Part 5—Hours of Work and Related Matters		31
28.	Ordinary hours of work and rostering.....	31
29.	Breaks.....	34
30.	Overtime.....	35
31.	Alternative working arrangement	37
Part 6—Leave and Public Holidays.....		38
32.	Annual leave	38
33.	Personal/carer’s leave and compassionate leave.....	39
34.	Community service leave.....	39
35.	Public holidays	40
Schedule A—Transitional Provisions.....		41
Schedule B—Classification Structure and Definitions		45
Schedule C—School-Based Apprentices		54
Schedule D—National Training Wage		55
Schedule E—Supported Wage System.....		56

Part 1—Application and Operation

1. Title

This award is the *Joinery and Building Trades Award 2010*.

2. Commencement and transitional

[Varied by [PR988412](#)]

2.1 This award commences on 1 January 2010.

[2.2–2.6 inserted by [PR988412](#)]

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth).

adult apprentice means an employee who is 21 years of age or over on the date they enter into an apprenticeship training agreement.

carver means an employee who carves any kind of stonework which does not come within the definition of a stonemason, for the decoration of buildings or other stonework, from a model or freehand design.

Commission means the Australian Industrial Relations Commission or its successor.

employee has the meaning in the Act.

employer has the meaning in the Act.

enterprise award has the meaning in the Act.

enterprise NAPSA means a NAPSA which is derived from a State award which prior to 27 March 2006 applied only to a single business or part of a single business.

glazing contracting means the business of principally providing glazing services on a contract basis.

joinery work means work performed by the classifications contained in this award in a joinery shop, provided such establishment is not located on an 'on-site' construction project, and includes the preparation, decoration and assembling of joinery or building components principally in timber or similar material.

leading hand means an employee who is given by the employer, or their agent, the responsibility for directing and/or supervising the work of other persons.

letter cutter means an employee who marks out, sandblasts, cuts or finishes letters or decoration in any kind of stone.

NAPSA means notional agreement preserving a State award and has the meaning in the Act.

NES means National Employment Standards.

outside work means erection or assembly work performed at the employer's premises but outside of enclosed factory buildings on the prefabricated sections, modules or panels of any building principally made out of timber or similar material.

prefabricated building means prefabrication of the sections, modules or panels of any building principally made out of timber or similar material, including buildings or sections supplied in kit form, where the prefabrication is done at a factory or yard

Joinery and Building Trades Award 2010

prior to erection or siting in a permanent or semi-permanent position, or outside work.

shopfitting means the manufacture, installation, alteration and/or repair of shopfronts, showcases, partitions involving wrap around glazing, partitions (including the insertion of glass panels where the glass is 6.35 millimetres or less in thickness, by beads or moulds or other dry glazing methods) and exhibitor's stands, and the installation or alteration of interior fittings and fixtures in or on buildings.

signwriter means an employee who does any of the following work:

- (a) signwriting, designing and/or lettering of price tickets and showcards;
- (b) pictorial and scenic paintings, or production of signs and posters by means of stencils, screens, computers or like methods, or any other work incidental thereto; and
- (c) without limiting the generality of the foregoing includes:
 - (i) lettering of every description, size or shape applied by brush on any surface or material;
 - (ii) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
 - (iii) gilding (i.e. the application of gold, silver, aluminium or any metal leaf to any surface);
 - (iv) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
 - (v) the designing, setting up and the operation for duplication of signs on any material; and
 - (vi) the making of stencils and stencilling by screens or any other method and the making and/or fixing of transfers.

stonemason means an employee engaged in the dressing or setting of any kind of stonework that has to be cut to a mould or template or which has to be proven by a square or straight edge or set to a line or a level.

stonemasonry means any work performed in a stonemason's yard or factory, and/or similar work performed in a cemetery.

standard rate means the minimum hourly wage prescribed for Level 5 in clause 18.1 of this award.

- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

- 4.1 This award covers employers throughout Australia of employees in the joinery and building trades industries and occupations who are covered by the classifications in this award and those employees. However, this award does not cover:

Joinery and Building Trades Award 2010

- (a) an employer who is outside the scope of clause 4.2(a) unless such employer employs an employee covered by clause 4.2(b) and the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee;
- (b) an employee excluded from award coverage by the Act;
- (c) an employer bound by an enterprise award or enterprise NAPSA in respect of any employee who is covered by the enterprise award or enterprise NAPSA; or
- (d) employers or employees covered by the *Building and Construction General On-site Award 2010*.

4.2 Joinery and building trades industries and occupations means:

- (a) the following industries:
 - (i) joinery work.
 - (ii) shopfitting.
 - (iii) prefabricated building.
 - (iv) stonemasonry.
 - (v) glazing contracting work.
- (b) the following occupations:
 - (i) carver.
 - (ii) letter cutter.
 - (iii) carpenter.
 - (iv) joiner.
 - (v) signwriter.
 - (vi) painter.
 - (vii) stonemason.
 - (viii) plasterer.

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
 - (e) leave loading.
- 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 the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission 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 clause 9—Dispute resolution.
- 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. Full-time employment

Any employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee engaged to work an average of 38 hours per week.

11. Part-time employment

- 11.1** An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 11.2** A part-time employee must be engaged for a minimum of three consecutive hours on any day or shift.
- 11.3** Before commencing part-time employment, the employee and employer must agree in writing:
- (a) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and

[Sched A renumbered as Sched B by [PR988412](#)]

(b) on the classification applying to the work to be performed in accordance with Schedule B—Classification Structure and Definitions.

- 11.4** The terms of the agreement in clause 11.3 may be varied by consent in writing.
- 11.5** The agreement under clause 11.3 or any variation to it under clause 11.4 must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.
- 11.6** Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 11.3 and 11.4.
- 11.7** The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 11.8** A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 11.3 and 11.4 must be paid overtime in accordance with clause 30—Overtime.
- 11.9** Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 28.2(i), 28.3(e)(ii) and 30.7.

12. Casual employment

- 12.1** A casual employee is one engaged and paid in accordance with the provisions of clause 12—Casual employment.
- 12.2** An employer when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- 12.3** A casual employee is engaged by the hour with a minimum daily engagement of 7.6 hours.
- 12.4** Termination of employment is by one hour's notice or by the payment or forfeiture, as the case may be, of the remainder of the day's wages or one hour's pay, whichever amount is greater.
- 12.5** A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage prescribed in clause 18—Classifications and minimum wages, for the employee's classification plus a casual loading of 25%.
- 12.6** A casual employee required to work overtime or on a public holiday is entitled to the relevant penalty rates prescribed by clauses 28.2(h) and (i), 28.3(e)(i) and (ii) and clause 30—Overtime, provided that:
- (a) where the relevant penalty is 150%, the employee is to be paid at the rate of 175% of the hourly equivalent of the minimum weekly wage prescribed in

Joinery and Building Trades Award 2010

clause 18—Classifications and minimum wages for the employee's classification;

- (b) where the relevant penalty is 200%, the employee is to be paid at the rate of 225% of the hourly equivalent of the minimum weekly wage prescribed in clause 18—Classifications and minimum wages for the employee's classification; and
- (c) where the relevant penalty is 250%, the employee is to be paid at the rate of 275% of the hourly equivalent of the minimum weekly wage prescribed in clause 18—Classifications and minimum wages for the employee's classification.

12.7 Casual conversion to full-time or part-time employment

- (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 six 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.
- (b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 12.7 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 12.7 if the employer fails to comply with clause 12.7(b).
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 12.7(a), on receiving notice under clause 12.7(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 12.7(d), the employer and employee must, subject to clause 12.7(d), discuss and agree on:
 - (i) which form of employment the employee will convert to, being full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 11—Part-time employment.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of

Joinery and Building Trades Award 2010

employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and employee.

- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 12.7(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 12.7(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 12.7(a).
- (k) For the purposes of clause 12.7, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

12.8 An employee must not be engaged and re-engaged to avoid any obligation under this award.

13. Apprentices

13.1 The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated.

13.2 In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State or Territory provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.

13.3 An apprentice may be engaged under a training agreement approved by the State or Territory training authority with the responsibility for the apprenticeship.

13.4 The nominal period of the apprenticeship may be varied as follows:

- (a) to make up for lost time as set out in clause 13.14; and/or
- (b) with the approval of the relevant State or Territory training authority with the responsibility for the apprenticeship, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired.

Joinery and Building Trades Award 2010

- 13.5** Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:
- (a) the qualification specified in the training agreement is successfully completed;
 - (b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training agreement, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter it may be referred to the State or Territory training authority with the responsibility for the apprenticeship;
 - (c) the requirements of the State or Territory training authority with responsibility for the apprenticeship with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (d) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.
- 13.6** An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training agreement and the requirements of State or Territory legislation and the State or Territory training authority with responsibility for the apprenticeship.
- 13.7** The probationary period of an apprentice is as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State or Territory legislation, but must not exceed three months.
- 13.8** Except as provided in clause 13—Apprentices or where otherwise stated, all conditions of employment specified in this award apply to apprentices. Notice of termination and redundancy provisions do not apply to apprentices.
- 13.9** The ordinary hours of employment of apprentices in each enterprise are not to exceed those of the relevant tradesperson.
- 13.10** The minimum wages applying to apprenticeships are dealt with in clause 19—Apprentice minimum wages and clause 20—Adult apprentice minimum wages.
- 13.11** The employer must provide training and/or access to training consistent with the training agreement without loss of pay.
- 13.12** Apprentices attending technical colleges, schools, registered training organisations or TAFE institutions and presenting reports of satisfactory progress must be reimbursed all fees paid by them.
- 13.13** An apprentice under the age of 18 years is not required to work overtime or shiftwork unless such an apprentice so desires. No apprentice, except in an emergency, is to work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with their training agreement.
- 13.14** Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours must be credited to the apprentice

when calculating the amount of additional time that needs to be worked in the relevant year.

- 13.15** Any person engaged as an apprentice as at 1 January 2010 is deemed to be an apprentice for all purposes of this award until the completion or cancellation of their apprenticeship training agreement.

14. School-based apprentices

[Sched B renumbered as Sched C by [PR988412](#)]

See Schedule C—School-Based Apprentices.

15. Trainees

The terms of this award apply to a trainee covered by the National Training Wage provisions except where otherwise stated in this award.

16. Termination of employment

- 16.1** Notice of termination is provided for in the NES.

16.2 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.

16.3 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.

17. Redundancy

- 17.1** Redundancy pay is provided for in the NES.

17.2 Transitional provision

- (a) Subject to clause 17.2(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
- (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

Joinery and Building Trades Award 2010

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 NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) Clause 17.2 does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 17.2 ceases to operate on 31 December 2014.

17.3 Small employer

- (a) For the purposes of clause 17.3(b), **small employer** means an employer to whom Subdivision B of Division 10 of the NES does not apply because of the provisions of s.62(1)(b) of the NES.
- (b) Despite the terms of s.62(1)(b) of the NES and subject to clause 17.3(c), the remaining provisions of Subdivisions B and C of Division 10 of the NES apply in relation to an employee of a small employer covered by this award except that the amount of redundancy pay to which such an employee is entitled must be calculated in accordance with the following table:

Employee's period of continuous service with the employer on termination	Redundancy pay period
---	------------------------------

Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years and over	8 weeks pay

- (c) Until 31 December 2014, clause 17.2 prevails over clause 17.3 where the amount of redundancy pay to which an employee is entitled under clause 17.2 and any other instrument exceeds that to which the employee is entitled under clause 17.3.

17.4 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 new ordinary time rate of pay for the number of weeks of notice still owing.

17.5 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 clause 17—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

17.6 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 16.3.

Part 4—Minimum Wages and Related Matters

18. Classifications and minimum wages

18.1 The classifications and minimum wages for an employee, other than one specified in clause 18.4, are set out in the following table:

Classifications	Minimum weekly wage	Minimum hourly wage
	\$	\$
Level 1	543.90	14.31
Level 2	560.50	14.75
Level 3	583.00	15.34
Level 4	603.90	15.89
Level 5	637.60	16.78
Level 6	658.50	17.33
Level 7	679.30	17.88

18.2 For the purposes of clause 18.1, any entitlement to a minimum wage expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.

[Sched A renumbered as Sched B by [PR988412](#)]

18.3 The classification definitions are set out in Schedule B—Classification Structure and Definitions.

Joinery and Building Trades Award 2010

18.4 The following employees are not entitled to the minimum wages set out in the table in clause 18.1:

- (a) an apprentice (see clause 19—Apprentice minimum wages and clause 20—Adult apprentice minimum wages);
- (b) a trainee (see clause 21—Trainee minimum wages); and

[Sched D renumbered as Sched E by [PR988412](#)]

- (c) an employee receiving a supported wage (see clause 22—Supported wage system and Schedule E—Supported Wage System).

19. Apprentice minimum wages

19.1 The minimum wages for an apprentice, except as provided for in clause 20—Adult apprentice minimum wages, are to be calculated in accordance with the percentages set out below (calculated to the nearest \$0.10, less than \$0.05 to be disregarded) applied to the Level 5 classification minimum weekly wage in clause 18.1:

(a) Four year apprenticeship:

Stage of apprenticeship	Per week
	%
First year	45
Second year	55
Third year	75
Fourth year	90

(b) Three year apprenticeship:

Stage of apprenticeship	Per week
	%
First year	50
Second year	75
Third year	90

19.2 Where an apprenticeship is shortened in accordance with clause 13.4, the apprentice is to be paid the minimum wage corresponding to the stage of the apprenticeship being undertaken.

19.3 An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the employee was apprenticed must be paid at not less than the minimum wage prescribed for the classification.

20. Adult apprentice minimum wages

20.1 A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 18.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

20.2 Subject to clause 20.1, the minimum wages for an adult apprentice are to be calculated in accordance with the percentages set out below (calculated to the nearest \$0.10, less than \$0.05 to be disregarded) applied to the Level 5 classification minimum weekly wage in clause 18.1:

(a) Four year apprenticeship:

Stage of apprenticeship	Per week
	%
First year	81
Second year	85
Third year	88
Fourth year	94

(b) Three year apprenticeship:

Stage of apprenticeship	Per week
	%
First year	83
Second year	88
Third year	94

20.3 Subject to clause 20.1, where an adult apprenticeship is shortened in accordance with clause 13.4, the adult apprentice is to be paid the minimum wage corresponding to the stage of the apprenticeship being undertaken.

21. Trainee minimum wages

21.1 National training wage trainee minimum wages

[Sched C renumbered as Sched D by [PR988412](#)]

The minimum wages for a trainee covered by the national training wage provisions are set out in Schedule D—National Training Wage.

22. Supported wage system

[Sched D renumbered as Sched E by [PR988412](#)]

See Schedule E—Supported Wage System.

23. Employer and employee duties

- 23.1** An employee may be directed to carry out such duties, and use such tools as may be required, which are within the limits of the employee's skill, competence and training including, but not limited by, duties which are incidental and peripheral to the employee's main task or function.
- 23.2** An employee may be directed to transfer to another job or location, or onto or off a building site at the discretion of the employer.
- 23.3** An instruction issued by an employer under clauses 23.1 and 23.2 must be consistent with the employer's responsibility to provide a safe and healthy working environment.

24. Allowances and special rates

24.1 All-purpose allowances

The following allowances apply for all purposes of this award:

(a) Leading hands

A leading hand in charge of one or more people must be paid the following, in addition to the minimum wage for the highest classification supervised or their own minimum wage, whichever is higher:

In charge of	Amount of the standard rate
1 employee	91.2% per week extra
2–5 employees	200.2% per week extra
6–10 employees	256.3% per week extra
11 or more employees	340.9% per week extra

Joinery and Building Trades Award 2010

(b) Industry allowance

An employee engaged on joinery work, shopfitting, stonemasonry or outside work must be paid 142.4% of the standard rate per week extra to compensate for the disabilities associated with the industry.

(c) Tool allowance

(i) An employee must be paid the following allowance per week extra for supplying and maintaining tools:

Classification	\$
Carpenter and/or joiner	25.80
Carver	25.80
Glazier	25.80
Joiner special class	25.80
Joiner-setter out	25.80
Letter cutter	25.80
Prefab setter	25.80
Prefab tradesperson	25.80
Shopfitter	25.80
Stonemason	25.80
Assembler A	7.70
Painter	6.20

(ii) Where an employer provides an employee with all the tools reasonably required to perform all the functions of the employee's employment then no tool allowance is payable. In such cases:

- the employer must convey the decision to the employee in writing;
- an employee provided with tools of trade by the employer is not responsible for the loss of such tools where the loss is outside the control of the employee; and
- an employee provided with tools of trade by the employer must replace all or any tools of trade lost due to the negligence of the employee, provided that where the tools of trade are locked in a secure location provided by the employer, or at the employer's premises, the employee must not be held responsible for the loss.

(iii) Clause 24.1(c)(ii) does not apply to an employee employed as at 14 January 1993 or an apprentice unless otherwise agreed between the parties.

(d) Stonemasonry tools and equipment

- (i)** The tool allowance prescribed in clause 24.1(c)(i) does not include the provision of stonemasonry cutting tools, except mash hammers, squares, pitching tools and straight-edges up to one metre in length. The employer may elect to provide such tools. Where the tools are provided by an employee, the employer must reimburse the employee for the cost of the tools and must pay the employee \$0.05 per hour extra.
- (ii)** The employer must reimburse an employee for the cost of sharpening all necessary stonemasonry cutting tools. On completion of engagements, all stonemasonry cutting tools provided by the employee must be sharpened by the employer or the employer must pay the employee an allowance equal to the cost of sharpening.
- (iii)** The employer must reimburse an employee for the cost of fitting all pneumatic surfacing machines and lathes with jet sprays or other suitable device for keeping the stone wet or provide such device.

24.2 Other allowances

(a) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or a similar body must be paid 75.6% of the standard rate per week extra if appointed by the employer to perform first aid duty.

(b) Meal allowance

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by the employer an amount of \$11.90 extra to meet the cost of a meal, except as provided for in clause 24.5(a).

(c) Employee protection allowance

- (i)** An employer must reimburse an employee for the cost of purchasing the following protective equipment or provide such protective equipment:
 - one apron per year for an employee operating flexible drive polishing machines; and
 - suitable protective clothing or footwear for an employee engaged on stonemasonry work.
- (ii)** An employer must reimburse an employee engaged on stonemasonry work for the cost of an x-ray for silicosis once in each period of six months, if the employee so requires. Such an x-ray may be taken during working hours and count as time worked.
- (iii)** When an employer requires an employee to wear spectacles with toughened glass lenses, the employer must pay for the cost of the toughening process.

(d) Compensation for clothing and tools

- (i) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoiled by acid, sulphur or other deleterious substances must be paid compensation by the employer to the extent necessary to cover the loss.
- (ii) An employee must be reimbursed by the employer to a maximum of \$1495.00 for the loss of tools or clothes, by fire or breaking and entering, which were securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up or if the tools are accidentally lost over water or if the tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Such reimbursement is subject to the following:
- an employee transporting their own tools must take all reasonable care to protect those tools and prevent loss or theft;
 - only tools used by the employee in the course of employment are covered;
 - the employee must, if requested to do so, furnish the employer with a list of the tools so used;
 - reimbursement is at the current replacement value of new tools of the same or comparable quality; and
 - the employee must report any theft to the police prior to making a claim on the employer for the replacement of stolen tools.

24.3 Special rates

Subject to clause 24.4, the following extra rates must be paid to an employee:

(a) Asbestos

An employee required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) required by the appropriate occupational health authority when using materials containing asbestos or working in close proximity to an employee using such materials must be paid 4% of the standard rate per hour extra while wearing such equipment.

(b) Bagging

An employee engaged in bagging brick or concrete structures must be paid 2.9% of the standard rate per hour extra.

(c) Cold work

An employee working for more than one hour in a place where the temperature is reduced by artificial means below zero degrees Celsius must be paid 3.2% of the standard rate per hour or part thereof extra. Where such work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by clause 24.3(c).

(d) Computing quantities

An employee who is regularly required to compute or estimate quantities of materials in respect to the work performed by other employees must be paid 23.3% of the standard rate per day or part thereof extra, provided that such allowance does not apply to an employee classified and paid as a leading hand or setter-out.

(e) Confined space

An employee required to work in a confined space must be paid 4% of the standard rate per hour or part thereof extra.

(f) Dirty work

An employee engaged in unusually dirty work must be paid 3.2% of the standard rate per hour extra.

(g) Explosive powered tools

An operator of explosive powered tools who is required to use an explosive powered tool must be paid 7.6% of the standard rate per day extra for each day on which such a tool is used.

(h) Grindstone allowance

A carpenter and/or joiner must be paid 34.3% of the standard rate per week extra where a grindstone or wheel is not made available by the employer.

(i) Heavy blocks

An employee handling, lifting and placing heavy blocks must be paid:

Weight	Amount of the standard rate
Where the blocks weigh over 5.5kg and under 9kg	3.2% per hour extra
Where the blocks weigh 9kg or over and up to 18kg	5.8% per hour extra
Where the blocks weigh over 18kg	8.2% per hour extra

(j) Hot bitumen

An employee handling hot bitumen or asphalt or dipping materials in creosote must be paid 4% of the standard rate per hour extra.

(k) Hot places

(i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:

Joinery and Building Trades Award 2010

Temperature	Amount of the standard rate
Between 46 and 54 degrees Celsius	3.2% per hour or part thereof extra
In excess of 54 degrees Celsius	4% per hour or part thereof extra

- (ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate in clause 24.3(k)(i).
- (iii) The temperature is to be determined by the employer after consultation with the employee who claims the special rate.

(l) Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use of such substance must be paid 4% of the standard rate per hour or part thereof extra.

(m) Wet work

- (i) An employee who is working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, must be paid 3.2% of the standard rate per hour extra while so engaged.
- (ii) An employee engaged on stonemasonry work in a cemetery who is required to work under unusually muddy or sloppy conditions must be paid 3.8% of the standard rate per hour extra instead of the allowance in clause 24.3(m)(i).
- (iii) Where an employer and an employee engaged on fixing work in a cemetery agree that such work cannot be carried out owing to wet weather, the employer must provide the employee with other work or pay the employee for the time so lost.

(n) Tower allowance

An employee who is working on a chimney stack, spire tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo where the construction exceeds 15 metres in height must be paid 3.2% of the standard rate per hour extra for all work above 15 metres and a further 3.2% of the standard rate per hour extra for work above each additional 15 metres.

(o) Roof repairs

An employee engaged on repairs to roofs must be paid 4% of the standard rate per hour extra.

(p) Scaffolding

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the relevant State or Territory authority and who is required to act on that certificate while engaged on work requiring a certificated person must be paid 3.2% per hour extra.

(q) Second hand timber

An employee whose tools are damaged by nails, dumps or other foreign matter on second hand timber the employee is working on must be paid 12.6% of the standard rate per day extra on each day on which the employee's tools are damaged, provided that the damage is reported immediately to the employer's representative on the job in order that the employee may prove the claim.

(r) Slushing

An employee engaged at slushing must be paid 3.2% of the standard rate per hour extra.

(s) Spray application

An employee engaged on all spray applications carried out in other than a properly constructed booth approved by the relevant State authority must be paid 3.2% of the standard rate per hour extra.

(t) Swing scaffold

(i) Subject to clause 24.3(t)(ii), an employee must be paid 23.2% of the standard rate for the first four hours or any part thereof extra, and 4.8% of the standard rate for each hour thereafter extra, on any day the employee is employed:

- on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc; or
- on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of six metres or more above the nearest horizontal plane.

(ii) An apprentice with less than two years' experience must not use a swing scaffold or bosun's chair.

(u) Toxic substances

(i) An employee using toxic substances or materials of a like nature must be paid 4% of the standard rate per hour extra. An employee working in close proximity to an employee so engaged must be paid 3.2% of the standard rate per hour extra.

(ii) For the purpose of clause 24.3(u)(i), toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst systems are deemed to be materials of a like nature.

24.4 Special rates are not cumulative or subject to addition of penalties

- (a) The special rates in clause 24.3 must be paid when incurred and irrespective of the times at which the work is performed and are not subject to any premium or penalty additions.
- (b) Where the special rates in clause 24.3 provide payments for disabilities of substantially the same nature then only the highest of such rates is payable.

24.5 Transfers, travelling and working away from usual place of work

(a) Living away from home for a distant job

- (i) For the purposes of clause 24.5(a), a **distant job** is one where either the distance from the employee's usual place of residence or the travelling facilities available make it reasonably necessary for the employee to live and sleep away from their usual residence.
- (ii) An employee directed by their employer to proceed to a distant job and who complies with such direction is entitled to either:
 - payment of an allowance of \$398.40 per full working week (of seven days), or where the job is for less than a full working week, \$57.00 per day, or if the employee satisfies the employer that a greater outlay than that prescribed was reasonably incurred, reimbursement for the expenses outlaid; or
 - reasonable board and lodging provided by the employer, where reasonable board and lodging means either a single room or twin room if a single room is not available with adequate furnishings, good bedding, good floor coverings, good lighting and good heating/cooling and with hot and cold running water, all in a well kept hotel/motel type establishment, and three adequate meals each day.
- (iii) Subject to clause 24.5(a), an employee who complies with their employer's direction to proceed to a distant job is not required to travel outside their ordinary hours of work each day and is entitled:
 - to travelling time at their ordinary time rate of pay for the period incurred in travelling between their usual residence and the distant job on the forward journey, on the return journey and at the completion of the job on the return journey;
 - to be paid an amount of \$19.70 to cover the expenses of reaching their residence from the main public transport terminal on the return journey; and
 - to be paid \$11.90 per meal for any meals incurred while travelling on either the forward or return journey.
- (iv) Subject to clause 24.5(a), an employee who complies with their employer's direction to proceed to a distant job must be paid the amount of an economy return fare and any excess payment incurred in transporting their tools.

Joinery and Building Trades Award 2010

- (v) An employee dismissed for misconduct or incompetency within one week of commencing work on a distant job, or an employee who terminates or discontinues their work within one month of commencing the distant job, is not entitled to the amount of the return fare prescribed in clause 24.5(a)(iv) and the payments prescribed by clause 24.5(a)(iii).
- (vi) Subject to clause 24.5(a)(vii), after three months' continuous service on a distant job to which an employee has been directed to attend, and thereafter at four monthly periods of continuous service thereon, an employee may return to their usual residence at a weekend.
- (vii) Where the location of a distant job is in an area to which air transport is the only practical means of travel, an employee may return to their usual residence after five months' continuous service and if the employee does so the employee is entitled to two days leave with pay in addition to the weekend. An employee may also return to their usual residence after each further period of five months' continuous service and in each case if the employee does so the employee is entitled to two days leave, of which one day must be paid.
- (viii) An employee who returns to their usual residence in accordance with clauses 24.5(a)(vi) and (vii) must be paid the amount of the economy return fare and the paid leave on the pay day which immediately follows the date on which they return to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.
- (ix) The entitlement in clauses 24.5(a)(vi) and (vii) must be taken as soon as reasonably practicable after it becomes due and lapses after a further period of two months if the employee has been notified in writing by the employer of their entitlement and its expiry date in the week prior to the entitlement becoming due.
- (x) In special circumstances, and by agreement with the employer, the entitlement in clauses 24.5(a)(vi) and (vii) may be granted earlier or taken later without altering the accrual of the entitlements.
- (xi) The leave entitlements prescribed in clauses 24.5(a)(vi) and (vii) count as periods of service for all purposes of this award.
- (xii) An employee who is provided with full board and lodging in accordance with clause 24.5(a)(ii), who works ordinary hours as required on the day before and the day after a weekend, who notifies the employer or employer's representative no later than Tuesday of each week of their intention to return to their usual residence at the weekend and who actually returns to their usual residence on the weekend must be paid an allowance of \$33.40 for each occasion.
- (xiii) If an employer and an employee agree in writing, the paid rostered day or shift off as prescribed in clauses 28.2 and 28.3 may be taken, and paid for, in conjunction with and additional to the return to usual residence leave as prescribed in clauses 24.5(a)(vi) and (vii), or at the end of the work on the distant job, or on termination, whichever comes first.

Joinery and Building Trades Award 2010

- (xiv) For the purposes of clause 24.5(a) **economy return fare** means the total cost of the most common method of public transport (including bus, aircraft or rail, with sleeping berths if necessary) between the employee's usual residence and the distant job and return.

(b) Stonemasonry work at a cemetery

An employee engaged on stonemasonry work when directed to work on fixing work in a cemetery away from the employer's usual place of business is entitled to payment at ordinary time rates for any excess travelling time involved and must be:

- (i) reimbursed for any fares incurred in excess of those normally expended in travelling to and from their usual residence to the employer's premises; or
- (ii) paid an amount of \$0.74 per kilometre travelled in excess of those normally expended in travelling to and from their usual residence to their employer's premises, where an employer requests an employee to use their own car and the employee agrees to do so.

24.6 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (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 that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (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 that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

- (c) Clause 24.6 ceases to operate on 31 December 2014.

24.7 Accident pay

- (a) Subject to clause 24.7(b), an employee is entitled to accident pay in accordance with the terms of:

Joinery and Building Trades Award 2010

- (i) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
 - (ii) 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.
- (b) 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.
 - (c) Clause 24.7 does not operate to diminish an employee's entitlement to accident pay under any other instrument.
 - (d) Clause 24.7 ceases to operate on 31 December 2014.

24.8 Adjustment of expense related allowances

- (a) At the time of any adjustment to the **standard rate**, each expense related allowance must 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:

Type of allowance	Applicable Consumer Price Index figure
Board and lodging	Holiday travel and accommodation sub-group
Clothing and tools	Eight capitals consumer price index
Meal	Meals out and take away foods sub-group
Tool	Eight capitals consumer price index
Transport	Transportation group
Vehicle	Transportation group

25. Higher duties

An employee engaged for more than two hours during one day on duties carrying a higher minimum wage than the employee's ordinary classification must be paid the higher minimum wage for such day. If for two hours or less during one day, the employee must be paid the higher minimum wage for the time so worked.

26. Payment of wages

- 26.1** All monies due to an employee by the employer in relation to the performance of work must be paid and be available by no later than the time of cessation of ordinary hours of work on Thursday of each working week. Provided that in any week in which a public holiday falls on a Thursday or a Friday mutually acceptable alternative arrangements must be made.
- 26.2** All such monies must be paid by cash, cheque or direct credit to the account at an approved financial institution nominated by the employee, provided that payment other than by cash creates no undue financial burden to the employee.
- 26.3** Subject to clause 26.1, an employee who due to circumstances within the control of the employer does not receive such monies by the cessation of the ordinary hours of work on the Thursday of each week must be paid waiting time at overtime rates, with a minimum of a quarter of an hour, until such time as the monies due are paid.

27. Superannuation

27.1 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.

27.2 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.

27.3 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 27.2.
- (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 27.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 27.3(a) or (b) was made.

27.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 27.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) or (b) to one of the following superannuation funds:

- (a) Cbus;
- (b) Australian Superannuation Savings Employment Trust (Asset Super);
- (c) FIRSTSUPER;
- (d) AustralianSuper;
- (e) Allied Union Superannuation Trust of Queensland (Aust(Q)); or
- (f) 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.

27.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) or (b):

(a) Paid leave

While the employee is on any paid leave.

(b) Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

28. Ordinary hours of work and rostering

- 28.1** Except as provided elsewhere in this award, the ordinary hours of work for an employee are 38 or an average of 38 hours per week.

28.2 Day workers

- (a) Subject to clause 31—Alternative working arrangement, ordinary hours for a day worker must be worked as eight hours per day, between 6.00 am and 7.00 pm Monday to Friday, over a 20 day four week cycle, with 0.4 of one hour of each day worked accruing as a paid rostered day off in each cycle.
- (b) Where it is agreed between a majority of employees and the employer that a paid rostered day off in each cycle is not practicable then agreement may be reached in writing on an alternative method of implementing ordinary hours, including:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days;
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days;
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days;
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days; or
 - (v) any other work cycle during which a weekly average of 38 ordinary hours are worked.
- (c) The paid rostered days off must be implemented:
 - (i) by the employer fixing one day in a cycle on which all employees will be off;
 - (ii) by the employer rostering employees off on various days in a cycle so that each employee has a paid rostered day off during the cycle; or
 - (iii) by any other method which is agreed to by the employer and a majority of employees in the affected factory, workshop or section of the enterprise.
- (d) Where any paid rostered day off falls on a public holiday, the next working day must be taken instead of the paid rostered day off unless an alternative day is agreed in writing between the employer and an employee.
- (e) Each day of paid leave (except the paid rostered day off) and any public holiday taken during a cycle of four weeks must be regarded as a day worked for accrual purposes.
- (f) An employee who has not worked a complete 19 day four week cycle must be paid accrued pro rata entitlements for each day worked on the rostered day off or, in the case of termination of employment, on termination.
- (g) An employee who works on a paid rostered day off, or any substituted day, must be paid the penalty rates and provisions prescribed for Saturday work in clause 30.6.
- (h) An employee who works overtime must be paid overtime in accordance with clause 30—Overtime.
- (i) An employee required to work on a public holiday must be paid for a minimum of four hours work at the rate of 250%.

28.3 Shiftworkers

(a) Definitions

For the purposes of clause 28.3:

- (i) **Afternoon shift** means a shift finishing at or after 9.00 pm and at or before 11.00 pm.
- (ii) **Night shift** means a shift finishing after 11.00 pm and at or before 7.00 am.
- (iii) **Early morning shift** means a shift finishing after 12.30 pm and before 2.00 pm.
- (iv) **Early afternoon shift** means a shift finishing after 7.30 pm and before 9.00 pm.

(b) Hours of work

- (i) Subject to clause 31—Alternative working arrangement, the ordinary hours for a shiftworker are eight hours per day, inclusive of meal breaks, Monday to Friday provided that:
 - an ordinary night shift commencing before, and extending beyond midnight Friday, is regarded as a Friday shift; and
 - where shiftwork comprises three continuous and consecutive shifts of eight hours each per day, a crib time of 20 minutes duration must be allowed without deduction of pay in each shift, such crib time being instead of any other rest period or cessation of work prescribed elsewhere in this award.
- (ii) An employee on shiftwork accrues 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every cycle of 20 shifts. The 20th shift must be paid for at the appropriate shift rate as prescribed by clause 28.3(d).
- (iii) Paid leave taken and public holidays occurring during any cycle of four weeks must be regarded as shifts worked for accrual purposes.
- (iv) An employee who has not worked a complete four week cycle must be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment, on termination.
- (v) The employer and relevant employees must agree in writing on the arrangements for the programmed shift off during the 20 day cycle or for the accumulation of the accrued shifts off, provided that such accumulation must be limited to no more than five such accrued shifts off and that when taken, the shifts must be regarded as shifts worked for accrual purposes in the particular 20 shift cycle.
- (vi) Where an employer, for emergency reasons, requires an employee to work on the employee's paid shift off, the employee must be paid, in addition to the employee's accrued entitlement, at the rate of 200%.

(c) Stonemasonry work

Where an employee engaged on stonemasonry work is required to work shiftwork, the hours of duty are between 7.00 am and 11.00 pm, provided that such hours are worked in two shifts with two sets of employees. The first shift must be worked between 7.00 am and 3.00 pm and be paid for at ordinary time rates and the second shift must be worked between 3.00 pm and 11.00 pm and be paid for at the rate of 150%. All time worked between 11.00 pm and 7.00 am must be paid at the rate of 200%.

(d) Shift rates

(i) Other than for work on a Saturday, Sunday or public holiday, the rate of pay for afternoon or night shift is 150% and the rate of pay for early morning and early afternoon shift is 125%, provided that the employee is employed continuously for five shifts Monday to Friday in any week. A public holiday in any week is not a break in continuity for the purposes of clause 28.3(d)(i).

(ii) An employee who is employed for less than five consecutive shifts Monday to Friday must be paid for each day the employee works on shiftwork at the rate of 150% for the first two hours and 200% thereafter, provided that when a job finishes after proceeding on shiftwork for more than one week, or the employee terminates their services during the week, the employee must be paid at the rate specified in clause 28.3(d)(i) for the time actually worked.

(e) Overtime and public holiday rates

(i) A shiftworker who works overtime must be paid overtime in accordance with clause 30—Overtime.

(ii) A shiftworker required to work on a public holiday must be paid for a minimum of four hours work at the rate of 250%.

(f) Shift notice

(i) An employee must be given at least 48 hours notice of a requirement to work shiftwork.

(ii) The hours for a shiftworker when fixed, must not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of the previous shift.

29. Breaks

29.1 Meal breaks

An employee is entitled to a meal break on each day of work of not less than 30 minutes to be taken no less than four hours and no later than six hours after the commencement of work where the employee is a day worker and no less than five hours after the commencement of work where the employee is a shiftworker. Except where any alternative arrangement is entered into by agreement between the

employer and the employee concerned, the rate of 200% must be paid for all work done during a meal break and thereafter until a meal break is taken.

29.2 Rest periods

An employee is entitled to a paid rest period of 10 minutes between 9.30 am and 11.30 am on each day of work.

29.3 Crib time

Where shiftwork comprises three continuous and consecutive shifts of eight hours each per day, an employee is entitled to a paid 20 minute crib time instead of any other rest period or cessation of work prescribed elsewhere in this award.

30. Overtime

30.1 Reasonable overtime

- (a) Subject to clauses 30.1(b) and (c), an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to the employee's health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.
- (c) No apprentice under the age of 18 years of age is required to work overtime or shiftwork unless the employee so desires.

30.2 Payment for working overtime

- (a) Except as provided for in clauses 30.6 and 30.7, for all work done outside of ordinary hours by a day worker, the overtime rate is 150% for the first two hours and 200% thereafter and for all work done outside of ordinary hours by a shiftworker the overtime rate is 200%.
- (b) Overtime work performed by a shiftworker employed on the second or third shifts of a day when two or three shifts are worked must be paid for at the rate of 200%.

30.3 Call-back

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of three hours work at the appropriate rates for each time the

Joinery and Building Trades Award 2010

employee is so recalled. Except in the case of unforeseen circumstances arising, the employee must not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.

- (b) Clause 30.3(a) does not apply where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary hours.

30.4 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 30.4, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) The provisions of clause 30.4 apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (e) An employee who has worked continuously, except for meal or crib breaks, for 20 hours must not be required to continue at or recommence work for at least 12 hours.

30.5 Crib breaks

An employee required to work overtime for two or more hours after the usual ceasing time for the day or shift is entitled to a paid 20 minute crib break immediately after such ceasing time or payment at overtime rates for the 20 minute crib break. After each four hours of continuous overtime, the employee is also entitled to a paid 30 minute crib break.

30.6 Weekend work

- (a) Overtime worked by an employee on a Saturday must be paid for at the rate of 150% for the first two hours and 200% thereafter, provided that all overtime worked by an employee after 12 noon on a Saturday must be paid for at the rate of 200%.
- (b) Overtime worked by an employee on a Sunday must be paid for at the rate of 200%.
- (c) An employee required to work overtime on a Saturday or a Sunday must be afforded and paid for at least three hours work on a Saturday or for four hours work on a Sunday at the appropriate rate.
- (d) An employee working overtime on a Saturday or a Sunday must be allowed a paid 10 minute rest period.
- (e) An employee working overtime on a Saturday or a Sunday must be allowed a paid 20 minute crib break after four hours work and a paid 30 minute crib break after a further four hours work, paid at the ordinary rate of pay.

30.7 Public holiday work

An employee required to work overtime on a public holiday must be paid for a minimum of four hours work at the rate of 250%.

30.8 Transport of employees

An employee who, after having worked overtime and/or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available must be provided by the employer with transport to, or the cost of transport to, the employee's usual residence.

31. Alternative working arrangement

31.1 By written agreement between the employer and the employees, the ordinary hours of work may be altered from those allowed under clauses 28—Ordinary hours of work and rostering, clause 29—Breaks or clause 30—Overtime to suit the needs of a particular enterprise, factory, workshop or section, provided that:

- (a) where employees employed at the enterprise, factory, workshop or section request that the employer consult with their representatives on the proposed alteration, that consultation takes place at least five days prior to the introduction of the proposed alteration;
- (b) the agreement must be made by at least 60% of employees in the enterprise, factory, workshop or section affected by the alteration; and
- (c) no employee experiences a loss of ordinary time pay or status as a result of the alteration.

31.2 For the purposes of clause 31, **section** means a clearly identifiable production process.

Part 6—Leave and Public Holidays

32. Annual leave

32.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

32.2 Payment for period of annual leave

- (a) Instead of the **base rate of pay** as referred to in s.35(1) of the NES, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) Subject to clause 32.2(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any overaward payment.
- (c) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

32.3 Annual leave loading

In addition to the payment prescribed in clause 32.2, during a period of annual leave an employee must be paid a loading of 17.5% calculated on the minimum wages, loadings and allowances prescribed by clauses 18—Classifications and minimum wages, clause 19—Apprentice minimum wages, 20—Adult apprentice minimum wages, 21—Trainee minimum wages, 22—Supported wage system and clauses 24.1(b), (c) and (d) as applicable and the leading hand rates prescribed by clause 24.1(a) if applicable. An employee is also entitled to the 17.5% loading on any proportionate leave on termination.

32.4 Commencement of annual leave for distant jobs

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 the distant job, to the place regarded as the headquarters), the employee's annual leave commences on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

32.5 Excessive leave

Notwithstanding s.33 of the NES, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

32.6 Paid leave in advance of accrued entitlement

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 monies due to the employee on termination.

32.7 Annual close-down

Notwithstanding s.33 of the NES and clause 32.5, an employer may close down an enterprise or part of it during the Christmas–New Year period for the purpose of giving the whole of the annual leave owing to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than two months notice of intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 32.2 and 32.3;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close-down pursuant to clause 32.7 also counts as service by the employee with their employer.

32.8 Proportionate leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 32.2 and 32.3.

33. Personal/carer's leave and compassionate leave

- 33.1** Personal/carer's leave and compassionate leave are provided for in the NES.
- 33.2** If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of paid personal/carer's leave continues from the date of re-engagement.

34. Community service leave

- 34.1** Community service leave is provided for in the NES.

34.2 Reimbursement for jury service

A full-time employee required to attend for jury service during their ordinary hours of work must be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service.

35. Public holidays

35.1 Public holidays are provided for in the NES.

35.2 Substitution of certain public holidays by agreement at the enterprise

By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.

Schedule A—Transitional Provisions

[Sched A inserted by [PR988412](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a transitional minimum wage instrument (including the transitional default casual loading) or an award-based transitional instrument on the one hand and an equivalent provision in a modern award on the other.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%

First full pay period on or after

1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the transitional default casual loading or the loading or penalty in the relevant award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of an award-based transitional instrument to pay a particular loading or penalty higher than that in this award for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification Structure and Definitions

[Sched A renumbered as Sched B by [PR988412](#)]

B.1 For the purposes of this award, the classification definitions are as follows:

B.1.1 Level 1 [relativity to Level 5 - 78%]

- (a) An employee at this level will undertake up to 38 hours induction training which may include information on the company, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.
- (b) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
 - (i) performs work as directed;
 - (ii) performs routine duties essentially of a manual and repetitive nature;
 - (iii) is responsible for the quality of their own work subject to direct supervision;
 - (iv) works in a safe manner so as not to injure themselves or other employees;
 - (v) is able to solve basic problems associated with their work;
 - (vi) while undertaking structured training performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) general labouring and cleaning duties from written or verbal instructions;
 - (ii) assistance to other employees at this or other skill levels within their level of skill and training;
 - (iii) other tasks as directed in accordance with their level of skill and training.
- (d) Level 1 includes the following occupations:
 - (i) General hand.
 - (ii) Factory hand.

B.1.2 Level 2 [relativity to Level 5 - 82%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Joinery and Building Trades Award 2010

- (b) An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of their skill and training:
 - (i) performs work as directed;
 - (ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) understands and undertakes basic quality control/assurance procedures subject to supervision;
 - (v) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) repetitive fixing of pre-made components or parts of any article in predetermined ways, using basic written, spoken and/or diagrammatic instructions;
 - (ii) repetition work on automatic, semi automatic or single purpose machines or equipment;
 - (iii) use of selected hand tools and hand operated power tools;
 - (iv) maintenance of simple records;
 - (v) manual handling skills;
 - (vi) use of hand trolleys and pallet trucks;
 - (vii) problem solving skills.

[Sched A renumbered as Sched B by [PR988412](#)]

- (d) Subject to Schedule B.1.2(e), Level 2 includes the following occupations:
 - (i) Assembler B.

[Sched A renumbered as Sched B by [PR988412](#)]

- (e) An employee currently classified as an Assembler B who is only required to perform the duties specified in Schedule B.1.2 must be paid in accordance with Level 2. Where such employee performs a wide range of duties including those more complex tasks identified for Level 3, then such employee must be paid in accordance with Level 3.

B.1.3 Level 3 [relativity to Level 5 - 87.4%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Joinery and Building Trades Award 2010

- (b) An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of their skill and training:
 - (i) performs work as directed;
 - (ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) understands and undertakes basic quality control/assurance procedures subject to supervision;
 - (v) performs routine duties which may involve the use of machinery or tools;
 - (vi) while undertaking structured training performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) production of standard components and operation of machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 2;
 - (ii) an ability to interpret and follow standard procedures;
 - (iii) operation of flexibility between assembly stations;
 - (iv) receipt, dispatch, distribution, sorting, checking, packing, documentation and recording of goods, materials and components;
 - (v) basic inventory control in the context of a production process;
 - (vi) basic keyboard skills;
 - (vii) operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operation;
 - (viii) accurate measurement;
 - (ix) assistance to one or more tradespersons [i.e. Level 5 and above];
 - (x) problem solving skills.

[Sched A renumbered as Sched B by [PR988412](#)]

- (d) Subject to Schedule B.1.30 and B.1.3(f), Level 3 includes the following occupations:
 - (i) Assembler A.
 - (ii) Assembler B.
 - (iii) Primer.
 - (iv) Machinist grade 2.

[Sched A renumbered as Sched B by [PR988412](#)]

- (e) An employee currently classified as an Assembler A who is only required to perform the duties specified in Schedule B.1.3 must be paid in accordance with Level 3. Where such employee performs a wider range of duties including those more complex tasks identified for Level 4, then such employee must be paid in accordance with Level 4.

[Sched A renumbered as Sched B by [PR988412](#)]

- (f) An employee currently classified as an Assembler B who is only required to perform the duties specified in Schedule B.1.2 must be paid in accordance with Level 2. Where such employee performs a wider range of duties including those more complex tasks identified for Level 3, then such employee must be paid in accordance with Level 3.

B.1.4 Level 4 [relativity to Level 5 - 92.4%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 3 and to the level of their skill and training:
 - (i) performs work as directed;
 - (ii) exercises discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) is responsible for the quality of their own work subject to limited supervision;
 - (v) works from more complex standards and procedures;
 - (vi) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (ii) operation of materials handling equipment requiring a licence or certificate;
 - (iii) setting up and operation and adjustment of machinery to produce more detailed components to exact specifications and standards;
 - (iv) fixing components or parts in pre-determined ways and simple rectification work to jobs in progress;

Joinery and Building Trades Award 2010

- (v) assistance to other employees at this and other skill levels within their level of skill and training;
- (vi) other tasks as directed in accordance with their level of skill and training;
- (vii) completion of simple clerical tasks;
- (viii) selection of suitable methods for completing tasks and planning the order in which to complete them;
- (ix) keyboard skills at a level higher than Level 3;
- (x) lubrication of production machinery equipment;
- (xi) problem solving skills.

[Sched A renumbered as Sched B by [PR988412](#)]

- (d) Subject to Schedule B.1.4(e), Level 4 includes the following occupations:
 - (i) Assembler A.
 - (ii) Machinist grade 1.

[Sched A renumbered as Sched B by [PR988412](#)]

- (e) An employee currently classified as an Assembler A who is only required to perform the duties specified in Schedule B.1.3 must be paid in accordance with Level 3. Where such employee performs a wider range of duties including those more complex tasks identified for Level 4, then such employee must be paid in accordance with Level 4.

B.1.5 Level 5 [relativity to Level 5 - 100%]

- (a) An employee to be classified at this level will hold a trade certificate, Tradesperson's Rights Certificate, or have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of their skill and training:
 - (i) understands and applies quality control techniques;
 - (ii) inspects products and/or materials for conformity with established operational standards;
 - (iii) exercises good interpersonal communication skills;
 - (iv) exercises discretion and utilises basic fault finding skills in the course of their work;
 - (v) works in a safe manner so as not to injure themselves or other employees;

Joinery and Building Trades Award 2010

- (vi) performs work under limited supervision either individually or in a team environment;
 - (vii) conducts training in conjunction with a skilled trainer as required;
 - (viii) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (ii) selection of materials and operation of machinery and/or equipment to produce articles in accordance with trade standards;
 - (iii) identification and initiation of relevant action to obtain materials, tools and machinery requirements for a particular job;
 - (iv) maintenance and use of hand held pneumatic, power and personal tools;
 - (v) understanding and undertaking of basic quality control/assurance procedures on the work of employees in lower classifications;
 - (vi) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
 - (vii) keyboard skills at a level higher than Level 4;
 - (viii) operation of all lifting equipment incidental to their work;
 - (ix) performance of non-trade tasks incidental to their work;
 - (x) performance of work which, while primarily involving the skills of an employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task and which does not require additional formal technical training;
 - (xi) approval and passing of first-off samples and maintenance of quality of product;
 - (xii) operation, setting up and adjustment of all production machinery in a plant to the extent of their training;
 - (xiii) performance of a range of maintenance functions;
 - (xiv) understanding and application of computer techniques as they relate to production process operations;
 - (xv) high level stores and inventory responsibility beyond the requirements of an employee at Level 4;
 - (xvi) other tasks as directed in accordance with their level of skill and training.
- (d) Level 5 includes the following occupations:

Joinery and Building Trades Award 2010

- (i) Carpenter and/or joiner.
- (ii) Stonemason.
- (iii) Prefab tradesperson.
- (iv) Painter.
- (v) Plasterer.

B.1.6 Level 6 [relativity to Level 5 - 105%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 5 and to the level of their skill and training:
 - (i) performs work under general supervision either individually or in a team environment, and is able to examine, evaluate and develop solutions to problems within the scope of this level;
 - (ii) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
 - (iii) exercises discretion and utilises fault finding skills in the course of their work;
 - (iv) works in a safe manner so as not to injure themselves or other employees and is able to identify hazards and unsafe work practices which may affect others in the team environment;
 - (v) exercises good interpersonal skills;
 - (vi) provides guidance and assistance as part of a work team;
 - (vii) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) reading, interpreting and calculating information from production drawings, prints or plans;
 - (ii) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
 - (iii) exercising trade skills relevant to the requirements of the enterprise at a level higher than an employee at Level 5;
 - (iv) operating a wide range of complex machines or equipment in the workplace;

Joinery and Building Trades Award 2010

- (v) applying relevant legislation to the work of self and others;
 - (vi) other tasks as directed in accordance with their level of skill and training.
- (d) Level 6 includes the following occupations:
- (i) Letter cutter.
 - (ii) Joiner special class.
 - (iii) Joiner-setter out.
 - (iv) Prefab setter.
 - (v) Signwriter.

B.1.7 Level 7 [relativity to Level 5 - 110%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 6 and to the level of their skill and training:
- (i) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
 - (ii) provides guidance and assistance as part of a work team;
 - (iii) assists in the provision of training in conjunction with supervisors and trainers;
 - (iv) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
 - (v) works in a safe manner so as not to injure themselves or other employees and is able to identify hazards and unsafe work practices which may affect others in the team environment;
 - (vi) exercises excellent interpersonal skills;
 - (vii) performs work under limited supervision either individually or in a team environment;
 - (viii) exercises discretion within their level of training.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) exercising of high precision trade skills using various materials and/or specialised techniques;

Joinery and Building Trades Award 2010

- (ii) performance of operations on a CAD/CAM terminal in the performance of routine modifications.
- (d) Level 7 includes the following occupations:

 - (i) Carver.

Schedule C—School-Based Apprentices

[Sched B renumbered as Sched C by [PR988412](#)]

- C.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- C.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- C.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

[Sched B renumbered as Sched C by [PR988412](#)]

- C.4** For the purposes of schedule C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- C.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- C.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- C.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- C.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- C.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- C.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule D—National Training Wage

[Sched C renumbered as Sched D by [PR988412](#)]

Schedule E—Supported Wage System

[Sched D renumbered as Sched E by [PR988412](#)]

E.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.

E.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*, 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 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

E.3 Eligibility criteria

E.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.

E.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.

E.4 Supported wage rates

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

Assessed capacity (clause E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

E.4.2 Provided that the minimum amount payable must be not less than \$69 per week.

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

E.5 Assessment of capacity

E.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.

E.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.

E.6 Lodgement of SWS wage assessment agreement

E.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 the Commission.

E.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 the Industrial Registrar to the union by certified mail and the agreement will take effect unless an objection is notified to the Commission within 10 working days.

E.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.

E.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.

E.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.

E.10 Trial period

E.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.

E.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.

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

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

E.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 E.5.