

# CONCRETE IQ

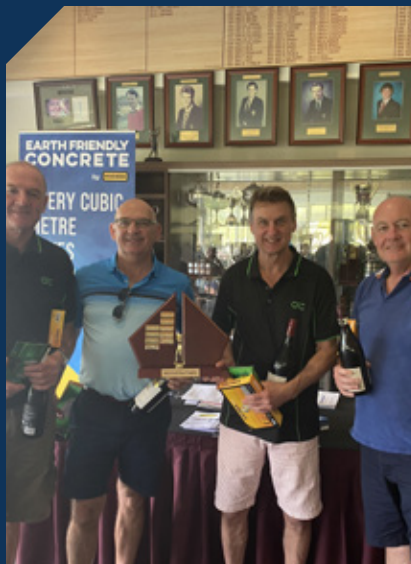
Concrete IQ is the official magazine of Master Concreters Australia

ISSUE 3, 2020



## 2020 BRISBANE GOLF DAY

Despite the restrictions placed on mass gatherings, Queensland members and their guests were able to come together for the annual golf day at the Wynnum Golf Club on the 7th of September. Once again an enjoyable day was had by those in attendance. Congratulations to QR Contracting who took home the spoils for the first time. The Association would like to make special mention of our principal Golf Sponsor Wagners. Without their strong support we would not be able to hold these networking events. Thank you to everyone who took time out of their busy schedules to attend, not to mention those who travelled from outside Brisbane. We look forward to our next golf day in less challenging times.



**MASTER  
CONCRETERS**

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## MCA HOTLINE

Our highly experienced members can provide advice on various issues affecting concrete contractors through our MCA Hotline.

Members may contact our Hotline representatives or if it is more convenient, call the office on 1300 884 544 and they will start the ball rolling.

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In preparing the Master Concreters Australia magazine *Concrete IQ*, the editor uses his best endeavors to ensure that the information contained in the magazine is true and accurate, but accepts no responsibility and disclaims all liability in respect of errors, omissions, inaccuracies or misstatements contained in the publication.

Welcome to the latest edition of the Association's Magazine. The preceding three months have been difficult for most with the arrival of the second wave of COVID-19 and its devastating effect on the South East of the country. As we go into publication there is considerable reporting relating to closed and restricted borders by various States, not to mention a softening in the construction industry. Victoria reduced the number of employees on large construction sites to 25% of the baseline employee level and small construction sites were limited to a maximum of five workers and one supervisor. If we turn our focus to national construction activity, we have already seen a sharp downturn in the residential sector. A solid base in the engineering construction sector is masking the downturn in the industrial and commercial sectors. Major commercial work for the 2nd quarter of the FY has also contracted with the number of projects coming on line reducing considerably. There are indications of more work in the pipeline for the 3rd quarter, however, it goes without saying that developers are taking a caution approach.

On the training front the Association has continued to deliver training to members through our range of concreting tailored

courses and many members have signed up their employees into our National Trade Certificate the Certificate III in Concreting. The qualification includes considerable knowledge outside the practical aspects of the trade qualification and in a time of reduced activity training can be a productive way of engaging your staff. If you have staff that would benefit from completing their trade qualification contact the office for further information on traineeships and the Record of Prior Learning (RPL) options. On a side note the qualification has completed its latest review (Australian wide) and is waiting for sign off by the Federal Minister prior to being released on the Australian Qualifications Training Framework.

On a positive note you would have seen from the cover article our Queensland members were able to hold their annual Brisbane Golf Day. It was great to see our members coming together in these difficult times and everyone enjoyed the day.

There is no doubt that difficult times remain ahead as we head into last quarter of the calendar year and into 2021. What is in store for the next 3-6 months is very much a game of wait and see and I am pleasantly surprised that in the main our members are remaining positive. As always, remain safe and look after each other.



## QLD SUBCONTRACTORS - ARE YOU BEING PAID YOUR RETENTIONS!

### Liability Period and Retentions – Head contractor and subcontractor responsibilities

From 17 December 2018, new requirements applied to the retentions, security and a statutory defects liability period.

Contractors should be aware that if under a building contract:

- a retention amount may be withheld; or
- a security may be held after practical completion for the rectification of any defects in the building work

Any retention amounts or security must be released 12 months after practical completion if the contract does not specify the defects liability period.

Also, there is a new requirement that contractors need to give a Notice of End of Defects Liability Form to subcontractors advising of the impending end of the defects liability period. Non-compliance is an offence.

**Continued on page 7.**

# Need Load Transfer for seriously heavy-duty slabs?



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Diamond™ Dowel**



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PD3™ Cradle  
with RynoBar™**



**Danley™ 20mm  
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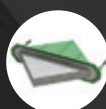


Mining and heavy  
haulage hardstands



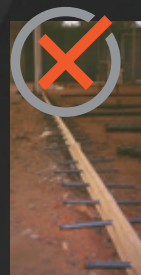
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Danley™ 20mm Diamond™ Dowels and PD3™ Cradles provide significant benefits over traditional round and square dowelled joints in industrial pavement applications.

## SUSTAINING MEMBERS



## SURFACE IMPERFECTIONS IN CONCRETE - CRAZING

Blowholes, crazing, dusting, flaking, honeycombing and popouts are all common imperfections found in concrete. There are various causes to these imperfections and understanding good concrete practices will reduce the likelihood of these issues occurring. This article will focus on crazing.

### WHAT IS CRAZING?

Crazing or craze cracking (sometimes referred to as map cracking) is a network of fine random surface cracks spaced from 10 to 70mm apart, dividing the surface up into irregular hexagonal areas. They are always most prominent when the surface has been wet and then dries off, leaving the damp cracks outlined against the dry surface. They are a surface feature and though unsightly are unlikely to lead to structural or serviceability problems. There is no repair method, thus it is best to take precautions, as outlined below, to avoid them.

### WHAT CAUSES CRAZING?

Crazing is caused by the shrinkage of the surface layer relative to the base concrete. Usually it occurs because one or more poor concrete practices are adopted, eg: Using too wet a mix, finishing of the surface too early, ie while bleed water is present, overworking the surface (thus bringing too many fines to the surface), adding driers to the surface to try and remove bleed water. Not commencing curing early enough (three hours after completion of finishing is too late) or using inadequate curing

procedures (such as intermittent wetting and drying) may also cause crazing. On formed surfaces, crazing usually occurs where shiny, impermeable formwork is used and this is normally coupled with inadequate curing.

### PRACTICES TO MINIMISE THE OCCURRENCE OF CRAZING

To minimise the risk of crazing use lower slump concretes and do not add water to the mix. Use concrete mixes with low bleed characteristics and do not commence finishing until bleed water has disappeared from the surface (bleed water can be removed from the surface by drawing/rolling a loosely-held hose across the surface.) Do not use driers such as neat cement to soak up the bleed water or overwork the concrete as this brings an excess of fines to the surface. Contractors should commence curing promptly after finishing is complete and ensure the surface is subject to continuous curing for approximately three to seven days (intermittent wetting and drying increases the risk of crazing.) On flat surfaces, use a broom finish where appropriate (this ensures the surface is not overworked and masks any crazing.) Particular care is necessary where dry-shake colour finishes are being used. The overworking of the dry-shake material by steel trowel will often result in crazing. The dry-shake material should be worked into the surface with a composite or magnesium float and this should be followed by a maximum of two steel trowel passes.

# WHAT'S IN A DAY? ORDER RESTORED

On 13 August 2020, the High Court of Australia handed down its decision in the Mondelez[1] case – an appeal decision that settles how paid personal leave is calculated under the *Fair Work Act 2009*. This follows a first instance decision by the Full Court of the Federal Court of Australia in August 2019.

## WHAT WERE THE COURTS ASKED TO DECIDE?

Mondelez Australia Pty Ltd (Mondelez) operates several food processing businesses. It entered into an Enterprise Agreement with its employees and the Enterprise Agreement contained a clause that Mondelez claimed provided for a more generous personal leave entitlement than the National Employment Standards (NES).

Mondelez employees work a 36-hour week. Some employees work the 36 hours in three, 12-hour shifts, whereas other employees work 8-hour shifts over 4.5 days. The Enterprise Agreement provided that employees who work the 12-hour shifts accrue 96 hours of personal leave each a year. Those working 8-hour shifts accrued 80 hours of personal leave a year.

Mondelez asserted its personal leave entitlement was more generous than the NES. This was because the employees worked on average, 72 hours a fortnight, so their NES entitlement was 72 hours of paid personal leave a year.

The employees disputed this. They claimed that 10 days paid personal leave a year meant that, if an employee was sick on a day when they were rostered to work 12 hours, then they were entitled to be paid 12 hours. If over a 12-month period an employee took 10 days paid sick leave when they were rostered for a 12-hour day, then they were entitled to up to 120 hours of paid personal leave a year.

Under the Mondelez system however, an employee who accrued 96 hours of paid personal leave a year would only get 8 days of paid sick leave if 12 hours was

deducted for each day they were sick.

## THE FEDERAL COURT DECISION

Given the dispute, Mondelez applied to the Federal Court of Australia for declarations that the 80 hours and 96 hours were more generous than the provision in the *Fair Work Act 2009*. Thus, the Court had to decide what was intended by section 96 of the *Fair Work Act*. Section 96 relevantly provides that

- *For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.*
- *An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year."*

Mondelez claimed that the meaning of "10 days" in section 96 had a "notional day" meaning. It meant the number of hours a worker worked on average over 10 days. The Federal Court of Australia (by a 2-1 majority) ruled that the word "day" did not have a notional meaning but took its ordinary meaning of a 24-hour period. It held that the paid sick leave provision was akin to "income protection insurance" and that an employee was entitled to 10 working days of sick leave a year, paid as if they had attended work for the hours they were rostered for that day.

In other words, those employees working 12-hour shifts would be entitled to 120 hours of leave every year accrued on a pro rata basis.

## THE HIGH COURT DECISION

Mondelez appealed the Federal Court's decision to the High Court of Australia and the High Court upheld the appeal. It ruled that the meaning of "10 days" for personal leave under the *Fair Work Act 2009*, was a notional 10 days – meaning the average hours an employee works over a fortnight (a 10 working days period).

The High Court held that to give the word "day" a 24-hour period would lead to "absurd results", especially for part-time

and shift workers, and was contrary to the flexibility and fairness intended by the *Fair Work Act 2009*.

The High Court's decision depended heavily on the fact paid personal leave in the *Fair Work Act 2009*:

- accrues progressively (an employee does not receive a block of 10 days irrespective of the employee's length of service – unlike compassionate leave for example); and
- is based on an employee's "ordinary hours of work".

The High Court held that these facts show that Parliament's intention was for personal leave to be calculated on the average hours a person worked. The High Court majority was also persuaded by the explanatory memorandum to the *Fair Work Act 2009*, which stated that the intention was to ensure that the spread of hours over a fortnight would not impact a worker's entitlement.

## WHAT THIS MEANS FOR EMPLOYERS

Many employers will breathe a sigh of relief, as the High Court's notional day construction was what was predominantly applied by payroll systems prior to the Federal Court decision. Employers can continue to calculate personal leave entitlements based on the employee's average ordinary hours. It is, in many ways, a return to what was.

However, employers should:

1. review their payroll system to ensure that personal leave is accrued and paid consistently with the High Court's notional day construction;
2. conduct a personal leave reconciliation; and
3. ensure that references to personal leave in any employment agreements or policies are consistent with the notional day construction (especially if they were amended after the Federal Court decision);

Of course, if you have any questions about personal leave entitlements or whether your payroll system is accruing leave correctly, please contact us.



**DISCLAIMER:** This article is general commentary on a topical issue and does not constitute legal advice. If you are concerned about any topics covered in this article, we recommend that you seek legal advice.

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# CBUS DELIVERS A POSITIVE RESULT DESPITE A CHALLENGING YEAR



It's safe to say 2020 is proving to be a challenging year.

In this year alone, we've experienced devastating bushfires in Australia and a global pandemic that caused unprecedented share market movements.

Despite the conditions, Cbus' Growth (Cbus My Super) was able to deliver a positive result for the 2019/20 Financial Year of 0.75%\*.

The longer term 5 and 10-year returns were 7.13% and 8.54% respectively, an important reminder that super is a long term investment.

Looking ahead, the construction and building industry will play a major role in what will be a long, nation-building recovery. Cbus is determined to play our part by investing our members' savings

back into the industry, creating jobs and contributing to a stronger economy.

Read the full investment update from Cbus' Chief Investment Officer, Kristian Fok, at [www.cbussuper.com.au/investment-jul20](http://www.cbussuper.com.au/investment-jul20)

## Contact your Queensland Business Development Manager for your business super needs

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This update was brought to you by Cbus, the industry super fund for building, construction and allied industries.

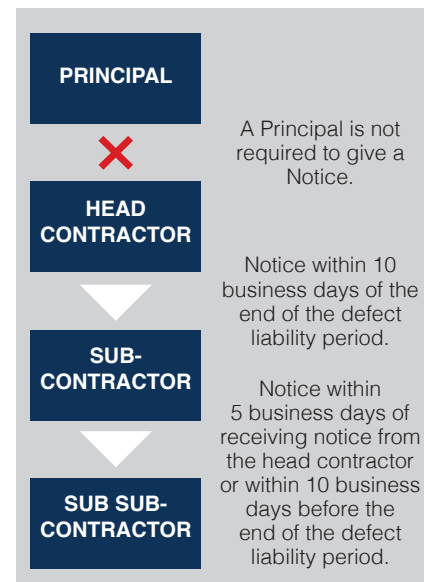
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\*Cbus' crediting rate is based on returns minus investment fees, taxes, and until 31 January 2020, the percentage-based administration fee. Excludes fees and costs that are deducted directly from members' accounts. Past performance isn't a reliable indicator of future performance.

Cbus' Trustee: United Super Pty Ltd ABN 46 006 261 623 ASFL 233792 Cbus ABN 75 493 363 262

Continued from page 2.

This notice must be given within 10 business days before the end of the defects liability period or within 5 business days after receiving a notice if the defect liability period is linked to another building contract. This requirement does not apply to a contracting party who enters into a building contract as a principal.



## Releasing retentions

It is now an offence to withhold a subcontractor's retention money without a reasonable excuse. There is a maximum penalty of 200 units or one year's imprisonment.

**Source:** Queensland Building and Construction Commission

## EXCELLENCE IN INDUSTRY AWARDS

### REGISTRATIONS OPEN

**DATE:** SATURDAY 15 MAY 2021 | **VENUE:** W BRISBANE  
6.30PM PRE DINNER DRINKS FOR 7PM START



CELEBRATING  
15 YEARS



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Master Concreters Australia is the industry trade association working for and supporting concrete contractors.

