

«COMPANY»

&

CEPU (PLUMBING DIVISION)

**FIRE FABRICATION SHOP
COLLECTIVE AGREEMENT**

2012 - 2015

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1. Title

This Agreement shall be known as the «Company» and CEPU Fire Fabrication Shop Collective Agreement – 2009 - 2012.

2. Parties and Persons Bound:

This Agreement shall be binding upon:

- 2.1 «Company» ("the employer") in respect of all employees engaged in the employer's fabrication shop(s) engaged in the occupations, industries and/or callings associated with the fabrication of material for use in fire protection systems and who are members of or eligible to be members of the CEPU Plumbing Division
- 2.2 all employees of the employer engaged in the employer's fabrication shop(s) engaged in the occupations, industries and/or callings associated with the fabrication of material for use in fire protection systems and who are members of or eligible to be members of the CEPU Plumbing Division; and
- 2.3 the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia ("CEPU").

This agreement recognises the CEPU (Plumbing Division) as a legitimate representative of the employees covered by this Agreement.

3. Intentions of the Parties

The intentions of the parties in reaching this Agreement are to:

- 3.1 Provide for an efficient, progressive and prosperous fire protection industry for the benefit of the employer and its employees;
- 3.2 Improve the standard of living, job satisfaction and continuity of employment for workers;
- 3.3 Create a co-operative and productive industrial relations environment;
- 3.4 Maintain a safe working environment;
- 3.5 Ensure the integrity of structured training consistent with national competency standards.

4. Certification and Date of Operation of Agreement

- 4.1 This Agreement shall be lodged in accordance with the Fair Work Act 2009.
- 4.2 This Agreement will commence from the beginning of the first full pay period commencing on or after seven (7) days from the date the Agreement is approved by Fair Work Australia and shall remain in force until 31 October 2015.

5. Wages and Allowances

- 5.1 In recognition of the productivity measures identified herein, the rates of pay and allowances as provided in Appendix 1 shall apply, and these shall be the only wages and allowances payable.
- 5.2 Employees will make no further claims except where consistent with the terms of this agreement.

6. Agreement

This Agreement is a comprehensive agreement and wholly replaces any award of Fair Work Australia and all the minimum conditions of the National Employment Standards are implied.

7. Disputes Settlement Procedure

It is the intention of the parties that by consultation the amount of lost time due to industrial disputes and grievances is kept to a minimum.

- 7.1 Work shall continue without interruption whilst the Employee and/or, if requested by the Employee, a Union representative discusses the dispute with the employer, and both parties shall attempt to reach agreement as quickly as possible.
- 7.2 If a dispute in relation to a matter arising under this agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Australia (FWA) for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 7.3 Any determination by FWA will be in accordance with the National Code of Practice for the Construction Industry and its Implementation Guidelines as revised. The parties agree to abide by a determination of FWA. A determination of the disputed matter or matters will not constitute an order by FWA under the Fair Work Act 2009.

8. Classification Structure

8.1 Trades Assistant

An employee at this level-

1. Works under direct supervision either individually or in a team environment;
2. Solves rudimentary problems within his/her area of work;
3. Works in a safe manner being aware of the effects her/his work may have on others regarding occupational health and safety; and
4. Assists more experienced workers;
5. Has a basic understanding of the fabrication process;
6. Anticipates and adapts to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular tasks:

- a. general labouring and cleaning
- b. loading/unloading of pipe, equipment and materials
- c. carrying and storing materials
- d. assisting a Welder or Machinist
- e. painting

8.2 Process Worker

An employee at this level-

1. Works under supervision either individually or in a team environment;
2. Solves rudimentary problems within his/her area of work;
3. Applies quality control techniques to their own work;
4. Exercises discretion within their level of skill and training;
5. Works in a safe manner being aware of the effects her/his work may have on others regarding occupational health and safety; and
6. Assists more experienced workers;
7. Has a basic understanding of the fabrication process;
8. Anticipates and adapts to the work environment.

The indicative tasks, which an employee at this level may perform, are subject to the employee having completed the appropriate training to perform particular tasks, include:

- a. loading/unloading of pipe, equipment and materials
- b. carrying and storing materials
- c. assisting a Welder or Machinist
- d. forklift driving
- e. mark-out
- f. cuffing
- g. drilling
- h. threading

8.3 Machinist

An employee at this level:

1. Assists in the co-ordination of work and works individually under routine supervision;
2. Applies quality control techniques to their own work-
3. Exercises discretion within their level of skill and training;
4. Has an understanding of the fabrication processes,
5. Assists in the provision of on-the-job training to a limited degree;
6. Implements basic fault-finding and problem solving skills within their sphere of work;
7. Anticipates and plans for the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- a. mark-out
- b. cuffing
- c. drilling
- d. threading
- e. roll grooving

in addition to the duties of a trades assistant

8.4 Welder

An employee at this level:

1. Exercises good interpersonal communication skills,
2. Reads, interprets and applies plans, sketches and diagrams to their own work;
3. Understands and applies quality control techniques;
4. Performs work under general supervision either individually or in a team;
5. Is able to perform tasks safely and be able to identify hazards in their area of work.
6. Assists with informal on-the-job guidance.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- a. range setting
- b. mains & range welding
- c. in addition to the duties of a machinist and trades assistant

8.4 Mains Setter/Welder

An employee at this level

1. Exercises co-ordination and planning skills;
2. Works under limited supervision either individually or in a team environment.
3. Has a sound understanding of the fabrication process;
4. Understands and implements quality control techniques;
5. Provides trade guidance and assistance;
6. Has a knowledge of occupational, health and safety requirements;
7. Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- a. mains setting
- b. mains welding
- c. in addition to the duties of a welder, machinist and trades assistant

Note: The wage rates for this classification structure are shown in appendix 1.

9. Training and Skills Development

The parties are committed to develop and implement a skills development program based on the acquisition of skills through accredited training and appropriate for the needs of the employer. The training provided shall, wherever possible, be based on the agreed national competency standards and be provided by 'Accredited Training Authorities'.

10. Special Conditions

The employer will provide the following:

10.1 Redundancy Provisions

The employer shall make contributions to a complying fund at \$31.35 per week (increasing to \$32.75 per week from 30 September 2010) per employee for the term of this agreement until the entitlement of the employee is reached. If the employee is made redundant before the fund account has reached the maximum amount, then the Employer will pay any outstanding entitlements direct to the employee.

Redundancy means a situation where an employee ceases to be employed by the employer other than for reasons of misconduct or refusal of duty. **Redundant** has a corresponding meaning.

A redundant employee will receive redundancy/severance payments, calculated as follows, in respect of all continuous service

Period of continuous service with an employer	Redundancy/Severance Pay
1 year or more but less than 2 years	2.4 weeks pay plus, for all service in excess of 1 year 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay.
2 years or more but less than 3 years	4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay.
3 years or more but less than 4 years	7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay.
4 years or more	8 weeks pay

Provided that an employee employed for less than twelve (12) months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

10.2 Superannuation

Subject to this clause, the employer will make contributions to C+BUS, or another complying fund, in accordance with the relevant superannuation legislation at the applicable percentage rate under that legislation

10.2.1 Absence from work

Subject to the Trust Deed to the fund of which an employee is a member, the following will apply.

10.2.1.1 Paid leave

Contributions will continue whilst a member of a fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave or other paid leave.

10.2.1.2 Unpaid leave

Contributions will not be required in respect of any period of absence from work without pay of one day or more.

10.2.1.3 Work related injury or illness

In the event of an eligible employee's absence from work being due to work related injury or work related illness, contributions at the normal rate will continue for the period of the absence provided that:

- The member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this agreement; and
- The person remains and employee of the employer.

10.3 Long Service Leave

Each employee shall be entitled to thirteen weeks' long service leave after fifteen years' service, *or pro rata after seven years*. Long service leave accrues at the rate of one week for each 60 weeks of employment with one employer, that is, at approximately 0.866 weeks per year. The Employer will investigate participation in ColInvest.

For employees with 15 years or more of continuous employment

- An employee with continuous employment with the company is entitled to 13 weeks paid long service leave, taken in the form of a break from work, at 15 years. Any pro rata long service leave will be included in these calculations.
- For every 5 years of continuous employment after this initial 15 years, the employee is entitled to an additional 4 and one third weeks of leave.

10.4 Leisure Time Injury Benefits Scheme

The employer will arrange for an insurance policy to cover employees for leisure time injury benefits equivalent to the basic 'Incolink' leisure time injury benefits scheme, including emergency transport and dental accident benefits.

10.5 Journey Accidents

The Employer shall insure all employees against accidents incurred during journeys between their place of residence and work. In the event of an employee being unfit to work due to such an accident the Employer shall pay the employee's appropriate 38 hour rate and entitlements under this agreement for a period of 12 months.

10.6 Accident Make-Up Pay

The employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the enterprise pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.

Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said relevant workers' compensation legislation and the employee's appropriate 38 hours rate and accrued entitlements prescribed by clause 10.10 – Hours of work, or where

the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said Agreement rate for that period.

The employer shall pay accident pay as defined in this clause during the incapacity of their employee/s arising from any one work-related injury, for a total of 26 weeks - irrespective of whether such incapacity is in one continuous period or not.

The provisions of this clause will not result in any 'double dipping' in respect to benefits payable to an employee.

The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable under the said relevant workers' compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the enterprise to pay accident pay as provided in this clause.

In the event that an employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of the enterprise to pay accident pay as herein provided will cease from the date of such redemption.

10.7 Heat Policy

During periods of hot weather work in air conditioned environments will continue. If the temperature reaches 35 degrees C, the tasks or activity being performed will be completed before work is to cease. See Guideline Appendix 3

10.8 Public Holidays and Sunday Work

Employees shall be entitled without loss of pay to public holidays as follows:

1. Christmas Day
2. Boxing Day
3. New Year's Day
4. Australia Day
5. Good Friday
6. Easter Saturday
7. Easter Monday
8. Anzac Day
9. Labour Day
10. Queens Birthday
11. Melbourne Cup Day

Where Christmas, Boxing, New Year's or Australia Day fall on a weekend, employees shall receive the next working day as a substitute day or be paid at the prescribed penalty rate.

10.8.1 Family Picnic Day

All employees covered by this agreement shall be entitled to a Family Picnic Day ***without loss of pay if attended***, on the first Monday in December. An employee required to work on picnic day shall be paid at the rate of double time and one half and paid for not less than four hours work.

10.8.2 Rate of pay

When employed on a Sunday, the employee will receive double the respective rate provided always that each employee will receive payment at double the respective wage rate for not less than one-half day's employment for any time so worked between 7.00am and 5.00pm.

When work is performed on any of the public holidays specified in 10.8, an employee will be paid at the rate of double time and a half for work done, such rate to continue until he/she is released from duty.

An employee who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work will on being relieved from duty without deduction of pay for ordinary time off duty occurring during such absence.

If the employer terminates the employment of an employee, except for reasons of misconduct or incompetency (proof of which will lie upon the employer), the employer will pay the employee a day's ordinary wages for each public holiday or each public holiday in a group as prescribed in 10.8 which falls within 10 consecutive calendar days after the day of termination.

Where any two or more of the holidays prescribed in this agreement occur within a 7 day span, such holidays will for the purposes of this agreement be a group of holidays. If the first day of the group of public holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group.

10.9 Flexi Days

Employees will be entitled to two (2) flexi days per annum during the term of this agreement.

10.10 Hours of work

The ordinary hours shall be eight consecutive hours to be worked between the hours of 6am and 6pm Monday to Friday and average 38 hours per week worked as a 19 day four week cycle.

10.10.1 Flexible Hours

By agreement between the employer and employees, starting time may be between 6am and 9.30am, provided that the worker shall be given a week's notice of any change in starting time. 0.4 of one hour of each day worked will accrue as an entitlement to a day off as rostered in each cycle paid for as though worked.

10.10.2 Flexibility of RDOs

Where an RDO is accrued in a 4 week cycle, it shall be taken in rotation so that the fabrication shop is able to continue production on every day of the cycle. It is specifically acknowledged that the shop may remain open on the construction industry RDO and there is no blanket prohibition on overtime on the weekend before the construction industry RDO.

Each day of paid leave taken and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes.

10.10.3 Pro Rata Entitlements

An employee who has not worked, or is not regarded under this clause as having worked, a complete 19 day four week cycle will receive pro rata accrued entitlements for each day or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

The accrued rostered day prescribed in this clause will be taken as a paid day off.

10.10.4 Meal break

There will be a cessation of work and of working time, for the purposes of a meal on each day, of not less than 30 minutes, to be taken between noon and 1.00 pm.

10.10.5 Rest period

Employees will be allowed a rest period of 10 minutes between the hours of 9am and 10.30 am without deduction of pay.

10.11 Overtime

Where circumstances require, a reasonable amount of overtime may be worked. The employer shall determine the number and category of employees who will be offered the opportunity to work overtime. Provided that the available overtime shall be shared equitably amongst all employees who are qualified (i.e.: work within their classification) and willing to work overtime.

Where overtime is worked after the usual ceasing time (i.e.: at the end of ordinary hours of work) the employer may, subject to the agreement of the employees affected, roster the first crib break so as to ensure minimum disruption to the work on site. Provided that each employee affected is to take their crib break within 30 minutes of the usual ceasing time and there is to be no reduction in facilities as a result of the application of this clause. Any subsequent crib breaks that employees may be entitled to as a result of working overtime shall be taken in accordance with this Agreement.

Overtime shall be paid as follows:

- For time worked prior to ordinary hours Monday to Friday – double time
- For time worked after ordinary hours Monday to Friday – time and a half for the first two hours and double time thereafter
- For time worked on a Saturday – double time, and a minimum four hours pay is paid.

Except for urgent work, when working overtime on a weekend the employee will be given at least 24 hours' notice of such work.

10.11.1 Rest period after overtime

When overtime is necessary it will wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times will, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If unless otherwise instructed by his/her employer such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she will be paid at double time until he/she is released from duty for such period and he/she will then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. For the purpose of this sub-clause a day worker will be deemed to have a ceasing time on a Sunday or a Public Holiday corresponding to the normal ceasing time on his/her ordinary working day.

10.11.2 Call back

An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) will be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period.

10.11.3 On call

Where an employee is required to be on call outside the ordinary hours of work he/she will be readily contactable by telephone at all relevant times during such stand-by and will be entitled to:

10.11.4 Permanent stand-by on roster

- \$42.92 per week;
- For other than permanent stand-by on roster each Monday to Friday on call a rate of \$4.62 per night extra; and
- for each Saturday, Sunday or Public Holiday on call a rate of \$31.69 extra
- an employee's telephone rental to be paid by the employer.

10.11.5 Call back and rest period

Overtime worked in the circumstances specified in 10.11.2 and 10.11.3 will not be regarded as overtime where the actual time worked is less than four hours on such recall or on each of such recalls.

10.11.6 Use of employee's vehicle

When an employee's vehicle is used for call out at the request of the employer a payment of 80 cents per kilometre.

10.11.7 Meal hours

For work instructed to be done during meal periods and thereafter until a meal break is allowed time and a half rates will be paid. An employee will not be compelled to work for more than five hours without a break for a meal.

10.11.8 Transport of employees

Where an employee after having worked overtime finishes at a time when reasonable means of transport are not available the employer will provide him/her with a conveyance to his/her home or pay him/her his/her current wage for the time reasonably occupied in reaching his/her home.

10.11.9 Meals and crib time

- Where an employee is required to work overtime in excess of one hour and has not been given notice of same on the previous working day, he/she will be allowed an amount of \$10.95 for each meal.
- When working overtime for two hours or more, employees will be allowed to take, without deduction of pay, 20 minutes for crib immediately after the ordinary ceasing time, and thereafter 30 minutes for crib will be allowed after each four hours of continuous work. Provided that where an employee works overtime for two hours without taking the prescribed interval of 20 minutes, he/she will be deemed to have worked two and one third hours.
- For the purposes of this sub-clause "usual ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes prescribed in clause 10.10 – Hours of Work.
- Provided that when working overtime on a Saturday the meal break will be paid at ordinary rates.

10.12 Personal / Carers Leave

Employees will receive the Personal / Carers Leave entitlements in accordance with the National Employment Standards. The entitlements include:

- ten days of paid personal/carer's leave per year (including sick leave and carer's leave);
- two days of unpaid carer's leave per occasion; and
- two days of paid compassionate leave per occasion.

Paid personal/carer's leave can be taken:

- due to personal illness or injury (sick leave); or

- to provide care or support for a member of the employee's immediate family or household who requires care or support due to personal illness or injury, or an unexpected emergency (carer's leave).

Up to ten days of paid personal/carer's leave in any given year can be used as carer's leave and personal/carer's leave is cumulative.

In addition to this, paid compassionate leave can be taken upon the death of a member of the employee's immediate family or household, or to spend time with a seriously ill, injured or dying person who is a member of the employee's immediate family or household.

10.13 Parental Leave

Employees will be entitled to parental leave in accordance with the National Employment Standards. This standard provides for a maximum of 52 weeks of unpaid parental leave, shared between both parents at the time of the birth of a child, or the adoption of a child under five years of age. Parental leave can be taken as maternity, paternity or adoption leave in accordance with the *Fair Work Act 2009*.

10.14 Amenities

The employer shall provide suitable amenities at each workplace for employees including for meals, wash, change and rest rooms. Such amenities should include tea and coffee facilities, refrigerator, hot water etc. and the provision of coffee tea milk and sugar. Wash and change room facilities shall be separate from meal and rest facilities.

10.15 Protective Clothing

1. The employer shall, after one month's employment, provide adequate protective clothing, including overalls, shirts (where overalls are sleeveless or short sleeved) and a bluey or equivalent jacket, together with appropriate personnel safety equipment.
2. Safety boots shall be provided on commencement.
3. All protective clothing is to be replaced on a "fair wear and tear" basis.
4. All employees commit to use all safety clothing and equipment as appropriate
5. The employer will retain a safety clothing and equipment register for each employee.

11. Induction Procedures

11.1 The parties acknowledge that it is in the interests of all concerned that all new employees in the fabrication shop understand their obligations under this agreement and are introduced to their jobs in a manner which will help them to work safely and efficiently. It is agreed this is a joint responsibility of both site management, and foreperson.

11.2 The parties commit themselves to the establishment of a Company Induction Program. This program will outline company OH&S Policy and procedures, particular hazards associated with the work, control measures for each hazard, identification of hazards and instigation of preventative action. Workplace Literacy and English Programs will include OH&S issues.

- 11.3 The foreperson/manager shall give new employees an explanation of all safety rules and procedures, including the provisions of any relevant legislation or regulation, security, emergency procedures and any relevant agreements affecting the workplace.
- 11.4 The induction presentations and materials shall have regard to the language skills of the employer/employee.

12. Occupational Health and Safety

12.1 Commitments

The parties to this agreement commit themselves to the establishment of healthy and safe workplaces, work methods, plant, machinery and equipment, and the observance of all relevant Acts and Regulations, Codes of Practice (including all references to Australian and British Standards) and Industry agreements.

12.2 Designated Work Groups

Where practicable, the parties agree to the establishment of Designated Work Groups to cover all employees in the company and the election of Health & Safety Representatives.

12.3 Operation of Occupational Health and Safety Act, Regulations and Codes of Practice

The parties to this Agreement shall in addition to ensuring compliance with OH&S legislation (including Regulations, and Codes of Practice), implement the best achievable level of health and safety. Particular emphasis will be placed on the establishment of consultative mechanisms which will include:

- the election of health and safety representatives who will represent employees in negotiations on health and safety matters,
- an occupational health and safety committee, and
- training issues including specific hazards, health and safety systems, and site inductions.

In the event that changes to occupational health and safety practices are deemed necessary by either party the issue shall be referred to the consultative mechanism.

13. Payment of Wages

Employees may be paid by Electronic Funds Transfer.

All wages and/or additional amounts due to an employee will be paid weekly no later than Thursday of each week, provided that when the usual pay day is a public holiday the amount will be paid no later than the day preceding the holiday

Pay slip information, in accordance with the *Fair Work Act 2009* shall be provided within one day of payment.

Upon termination of employment, wages due to an employee will be paid to him/her on the day of such termination or forwarded to him/her by registered post on the next working day.

An employee kept waiting for his/her wages on pay day for more than a quarter of an hour after the usual time for ceasing work will be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour. Provided where the employer has made all

reasonable endeavours to ensure payroll delivery on time and the payment is delayed due to industrial dispute or hold-up then provisions of this sub-clause will not apply.

14. Termination Notice & Standing Down of Employees

14.1 Notice Provisions

In order to terminate the employment of an employee the employer must give to the employee the following notice:

Employee's period of continuous service with the employer	Period of notice
Not more than 1 year	AT LEAST 1 WEEK
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 14.1.1 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years service are entitled to an additional week's notice.
- 14.1.2 Payment in lieu of the notice must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 14.1.3 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice, had their employment not be terminated, must be used.
- 14.1.4 The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees.

14.2 Notice of termination by employee

- 14.2.1 The notice of termination required to be given by an employee must be one week's notice or payment in lieu of the notice if the notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the balance.
- 14.2.2 If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

14.3 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

15. Employer and Employee Duties

The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote de-skilling. Any

direction issued by the employer shall be consistent with the employer's responsibilities to provide a safe and health working environment.

16. Types of Employment

16.1 Weekly Employment

Employment will be by the week or as a casual employee.

16.2 Casual employment

A casual employee is one engaged and paid as one. A casual employee will be engaged for a minimum of three consecutive hours on each occasion.

A casual employee for working ordinary time will be paid by the hour 1/38th of the weekly rate and all allowances prescribed in Appendix 1 of this agreement for each hour so worked plus a loading of 20%. The 20% loading is in lieu of all paid leave and public holidays (but not holiday penalties) and to compensate for the nature of casual employment.

17. Welding Qualification

An employee who is requested by the employer to hold the relevant qualifications required by the various State Government bodies or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by the employer to act on such qualifications will be paid the allowance provided for in Appendix 1.

18. Mixed Functions

An employee appointed for more than half of one day or shift on duties carrying a higher rate than his/her ordinary classification will be paid the higher rate for such day or shift. If period is for less than half of one day or shift he/she will be paid the higher rate for the time so worked.

19. Compensation for Clothes, etc.

An employee whose clothes, spectacles or hearing aid has been accidentally spoilt by acid, sulphur or other deleterious substances will be paid an amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and the employer. Where agreement is not reached, the issue may be resolved under the Dispute Settlement Procedure.

An employee will be reimbursed by the employer to a maximum of \$177.60 for loss of clothing by fire or breaking and entering whilst 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.

When the employer requires an employee to wear spectacles with toughened glass lenses the employer shall pay the cost of the toughening process.

20. Annual Leave

20.1 Entitlement

A period of 28 consecutive days, exclusive of any public holidays occurring during the period shall be given and taken as leave annually to all employees, other than casual

employees, after 12 months continuous service (less the period of annual leave) with an employer.

Provided that where a rostered day off, as prescribed in clause 10.10 – Hours of work, falls during the period annual leave is taken, payment of accrued entitlement for such day shall be made in addition to annual leave payments prescribed in 20.6.

20.2 Method of taking leave

20.2.1 Either 28 consecutive days, or two separate periods of not less than seven consecutive days in all cases exclusive of any public holidays occurring therein, shall be given and taken within six months from the date when the right to annual leave accrued.

20.2.2 Provided that where the employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be resolved in accordance with clause 7 – Disputes Settlement Procedure.

20.2.3 Provided further that in circumstances where a public holiday falls within one day of a weekend or another public holiday the provisions of 20.2.1 may be altered by agreement between the employer and a majority of employees affected under this Agreement to provide that a single day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend.

20.2.4 Where annual leave is proposed to be given and taken in two periods, one of which is to be in conjunction with the Christmas and New Year holidays, representatives of the employer and employees shall meet not later than 31 July in each year in order to fix the commencing and finishing dates for the following Christmas- New Year period of leave. Where no agreement can be reached between the representatives, the matter shall be referred to the Commission for determination.

20.3 Leave allowed before due date

An employer may allow such leave to an employee before the right thereto has accrued, but where leave has been taken in such a case the qualifying period for a further period of annual leave shall not commence until the expiration of the 12 months in respect of which the leave so allowed was taken. Where the leave prescribed by this clause has been allowed pursuant to this sub-clause and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was allowed in advance, the employer may for each complete week of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one fifty second of the amount of wages paid on account of the annual leave.

Provided that notwithstanding anything elsewhere contained in this clause, an employee who has worked 12 months in the industry with various employers without taking annual leave, shall, if he/she so desires and after a minimum period of six months employment, be entitled to take leave and shall be paid pro rata entitlement due at the commencement of such leave.

20.4 Proportionate leave on termination

Where an employee has given one week or more continuous service, inclusive of any day off as prescribed by clause 10.10 - Hours of work (excluding overtime), and he/she either leaves his/her employment or his/her employment is terminated by the employer he/she shall be paid one-twelfth of an ordinary week's wages in respect of each completed week of continuous service with his/her current employer for which leave has not been granted or paid for in accordance with this Agreement.

20.5 Calculation of continuous service

For the purposes of this clause service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

- Illness or accident up to a maximum of four (4) weeks after the expiration of paid sick leave.
- Bereavement leave.
- Jury service.
- Injury received during the course of employment and up to a maximum of 26 weeks for which he/she received Worker's Compensation.
- Where called up for military service for up to three months in any qualifying period.
- Any reason satisfactory to the employer or in the event of dispute as resolved under clause 7 – Disputes Settlement Procedure. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when he/she was due to attend for work or as soon as practicable thereafter of the reason for the absence and the probable duration thereof.

20.6 Payment for period of leave

20.6.1 Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of the leave.

20.6.2 In addition to the payment prescribed in 20.6.1 an employee shall receive during a period of annual leave a loading of 17-1/2 per centum calculated on the rates, loadings and allowances prescribed by Appendix 1 – Rates of Pay and all purpose allowances. The loading prescribed above shall also apply to proportionate leave on lawful termination.

20.7 Service under previous agreement

Service before the date of operation of the agreement shall be taken into account for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under any other agreement superseded by this agreement.

20.8 Annual close down

Notwithstanding anything elsewhere contained in this Agreement, an employer giving any leave in conjunction with the Christmas-New Year holidays may, at his/her option, either:

20.8.1 Stand off without pay during the period of leave any employee who has not then qualified under 20.1; or

20.8.2 Stand off for the period of leave any employee who has not then qualified under 20.1 and pay him/her pro rata (up to the amount of the leave then given) for the leave for which he/she has qualified on the basis of one twelfth of an ordinary week's wages in respect of each forty hours of continuous service (exclusive of overtime) during his/her current qualifying twelve monthly period.

Provided that where an employer at his/her option decides to close down his/her establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all or the majority of his/her employees then qualified for such leave, he/she shall give at least two months notice to his/her employees of his/her intention so to do.

20.9 Entitlement to take leave

Notwithstanding anything elsewhere contained in this clause an employee who has worked 12 months in the industry with various employers without taking annual leave, shall, if he/she so desires, be entitled to take leave and shall be paid his/her pro rata entitlement due at the commencement of such leave.

20.10 Distant Work & Annual Leave

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

20.11 Jury Service

An employee required to attend for jury service will be entitled to have his/her pay made up by the employer to equal his/her ordinary pay as per eight hours per day inclusive of accrued entitlements prescribed by this Agreement plus fares whilst meeting this requirement. The employee will give the employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such Jury Service.

21. Record Keeping

The employer will keep employee records, including time and wage records, in accordance with the *Fair Work Act 2009*.

Signatures

Signed for and on behalf of «Company»

By: «Contact»

Address: «Postal_1», «City» «Postcode»

Date:

Signed for and on behalf of the CEPU (Plumbing Division)

By: Earl Setches, Secretary

Address: 52 Victoria Street, Carlton South 3153

Date:

APPENDIX 1 Rates of Pay

3%	1/04/2012	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter / Welder
	Base Weekly Rate	\$885.16	\$910.40	\$935.64	\$1,019.48	\$1,053.61
	Welding Allowance				\$34.66	\$34.66
	Weekly Rate	\$885.16	\$910.40	\$935.64	\$1,054.14	\$1,088.27
	Hourly Rate	\$23.29	\$23.96	\$24.62	\$27.74	\$28.64

3%	1/04/2013	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter / Welder
	Base Weekly Rate	\$911.72	\$937.71	\$963.71	\$1,050.07	\$1,085.22
	Welding Allowance				\$35.70	\$35.70
	Weekly Rate	\$911.72	\$937.71	\$963.71	\$1,085.77	\$1,120.92
	Hourly Rate	\$23.99	\$24.68	\$25.36	\$28.57	\$29.50

3.5%	1/04/2014	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter / Welder
	Base Weekly Rate	\$943.63	\$970.53	\$997.44	\$1,086.82	\$1,123.20
	Welding Allowance				\$36.95	\$36.95
	Weekly Rate	\$943.63	\$970.53	\$997.44	\$1,123.77	\$1,160.15
	Hourly Rate	\$24.83	\$25.54	\$26.25	\$29.57	\$30.53

4%	1/04/2015	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter / Welder
	Base Weekly Rate	\$981.37	\$1,009.35	\$1,037.34	\$1,130.29	\$1,168.13
	Welding Allowance				\$38.43	\$38.43
	Weekly Rate	\$981.37	\$1,009.35	\$1,037.34	\$1,168.72	\$1,206.55
	Hourly Rate	\$25.83	\$26.56	\$27.30	\$30.76	\$31.75

APPENDIX 2 Model Flexibility and Consultation Clauses

The Model Flexibility and Consultation Clauses prescribed in the Fair Work Act 2009 are incorporated into this Agreement, as follows:

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

Model consultation term

- (1) This term applies if:
 - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.

- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees;
- and
- (b) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) In this term, **relevant employees** means the employees who may be affected by the major change.

APPENDIX 3 Heat Policy Guidelines

- 1 This Inclement Weather clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather will be made.
- 2 **Definition — inclement weather:**
Inclement weather will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, **extreme high temperature** or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.
- 3 **Restriction of payment**
An employee will not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.
- 4 The parties agree that all necessary steps will be taken to ensure a full working understanding of the inclement weather standards, as contained in this Agreement, is achieved and maintained by the management and workers.
- 5 Should a portion of the project be affected by inclement weather, all other employees not affected will continue to work in accordance with the appropriate agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.
- 6 It is agreed by the parties that prior to any employee leaving the fabrication shop due to inclement weather, consultation will take place between a majority of employees and Management.
- 7 **Conference requirement and procedure**
The employer, or the employer representative, will, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather will not be regarded as inclement unless it is agreed at such conference.

Provided that if the employer or the employer's representative refuses to confer within such reasonable period, employees will be entitled to cease work for the rest of the day and be paid inclement weather.
- 8 **Hot Weather Guidelines**
For the purposes of the fabrication shop discussions regarding the need to plan and perform work during expected periods of hot weather, the following issues will be considered in conjunction with proper consideration of Occupational Health and Safety issues:
 - Air Regulated Welding Helmets
 - Work Requirements
 - Air Conditioned Break Room
 - Negotiated Start / Finish times
- 9 **Definition**
Under this Agreement, temperatures of or above 35 degrees C will be defined as constituting 'inclement weather' for work in Victoria. During periods of hot weather, work in air-conditioned environments will continue, subject to amenities being located adjacent to or within a reasonable distance from the workplace. It is recognised that during periods of hot weather, some tasks/workers may be relocated prior to 35 degrees C due to OH&S considerations but other tasks may continue up until 35 degrees C.
- 10 **Temperature Measurement**
Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station for example (but not limited to): Melbourne, Moorabbin, Dunns Hill, Melbourne

Airport, Frankston, and Point Wilson. At the commencement of each project, the onsite management and employee representative will agree which is to be the applicable automatic weather monitoring station. Alternatively, where the parties agree an on-site temperature measuring station may be used.

11 Working Arrangements

As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of the formal OH&S procedures developed, adopted and managed on a project basis having regard for the different conditions that may prevail on projects in various locations.

When the temperature approaches 35 degrees C, the consultative process outlined in sub-clause 7 and 8 will occur, with an intention that employees may leave site if the temperature actually reaches 35 degrees C.

12 Interpretation & Application of Guidelines

It is jointly agreed that the site representatives (employee representative/s and management) are empowered to implement the guidelines as per the scope provided.

It is jointly agreed that refresher training to explain the interpretation and application of the inclement weather clauses is to be conducted to ensure correct use.

13 Restrictions on Payments

An employee will not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.

14 Entitlement to payment

An employee will be entitled to payment by their employer for ordinary time lost through inclement weather for up to, but not more than 32 hours in every period of four weeks. The following conditions will apply:

- 14.1 The first period will commence on the first Monday on or after the 1st January each year, and subsequent periods will commence at four weekly periods thereafter.
- 14.2 The employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over.
- 14.3 If an employee commences employment during a four weekly period they will be credited eight hours for each week, or part of a week, that the employee is employed during the four weekly period.
- 14.4 The number of hours credited to an employee will be reduced by the number of hours for which payment is made,
- 14.5 Payment under this clause will be weekly.

15 Cessation and Resumption of Work

At the time employees cease work due to inclement weather the employer or the employer's representative of the fabrication shop and the employee's representative will agree and note the time of cessation of work.

At the time the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.

If an employee of the fabrication shop is at any time engaged in the duties on site, Inclement Weather for construction sites applies.