

[insert company name]

&

CEPU (PLUMBING DIVISION)

**FIRE PROTECTION FABRICATION SHOP
COLLECTIVE AGREEMENT**

2022

DRAFT

ARRANGEMENT

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1. TITLE

This Agreement shall be known as [insert company name] and CEPU (Plumbing Division) Fire Protection Fabrication Shop Collective Agreement 2022.

2. PARTIES AND PERSONS BOUND

This Agreement shall cover:

- 2.1 [insert company name] ("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 on 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 128v ("CEPU") (the **union**). On the condition that the union has given notice under section 183 of the Fair Work Act 2009 (Cth) (**FW Act**) that it wants the Agreement to cover it and in accordance with section 201(2) of the FW Act, the Fair Work Commission (**FWC**) has noted that the Agreement covers the union.

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 fabrication business 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 relation 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 Commission and have a nominal expiry date of 4 years from the date on which the agreement is approved by the Fair Work Commission.

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 will operate in complete substitution for any Award or Agreement, whether State or Federal, previously covering such employees as are covered within the classifications contained in this Agreement.

7. INTERACTION WITH THE NATIONAL EMPLOYMENT STANDARDS

The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between the Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

8. DISPUTES SETTLEMENT PROCEDURE

- 8.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards, including subsections 65(5) and 76(4).

this term sets out procedures to settle the dispute.

- 8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- 8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and/or their relevant representative(s), and relevant Supervisors and/or management.

- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission (**the FWC**).

- 8.5 The FWC may deal with the dispute in 2 stages:

- (a) The FWC may deal with the dispute by conciliation, or by the exercise of any of its other powers under the Fair Work Act, or by a combination of methods; and
- (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination (FWC Decision).

if no party appeals from the FWC Decision within 21 days that FWC Decision will be final and binding on the parties to the dispute.

Note If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

- 8.6 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

Status quo

- 8.7 While the dispute is being dealt with in accordance with the procedures in this clause:

- (a) the parties will maintain the status quo existing immediately prior to the subject matter of the dispute arising. Work shall continue in accordance with the status quo unless an Employee has a reasonable concern about an imminent risk to their health or safety; however

- (b) the Employer may direct an employee to perform other available work at the same workplace, or at another workplace on the same terms and conditions of employment, if it is reasonable to do so to protect the health, safety and welfare of employees.

8.8 For the avoidance of doubt, "maintain the status quo" in clause 8.7 above means that the action giving rise to the dispute will be placed on hold for the employee(s) who has(have) raised a dispute, and the situation immediately prior to the action giving rise to the dispute will apply until the dispute is resolved. Where the action giving rise to the dispute occurred more than two (2) months prior to the dispute being raised in accordance with the procedures in this clause, "maintain the status quo" shall not require that the action is placed on hold. Rather, work will continue as it occurred prior to the dispute being raised, unless an Employee has a reasonable concern about an imminent risk to their health or safety.

8.9 Employees are entitled to a representative of their choice, including a union representative, for the purposes of this clause. Employees to whom a dispute directly related and who are necessarily required to participate in the procedure provided for in this clause are entitled to do so without loss of pay.

PART 9- EMPLOYER AND EMPLOYEE DUTIES, TYPES OF EMPLOYMENT, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

9.1 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 healthy working environment.

9.2 TYPES OF EMPLOYMENT

9.2.1 Weekly Employment

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

9.2.2 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 25%. The 25% loading is in lieu of all paid leave and public holidays (but not holiday penalties) and to compensate for the nature of casual employment.

9.3 PROBATIONARY PERIOD EMPLOYMENT

New weekly hire employees will be subject to a six (6) month probationary period. At any time during the Probationary Period and for any reason, the employee's employment may be terminated by either the employer or the employee in the giving of one week's written notice, or by the employer making a payment in lieu of weeks' notice.

The employee's performance will be monitored regularly during the Probationary Period and prior to the conclusion of the Probationary Period; the employer will review the employee's performance and at that time, will either confirm the employee's ongoing employment with the employer or terminate the employee's employment.

9.4 CLASSIFICATION STRUCTURE

9.4.1 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

9.4.2 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. Anticipated 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, includes:

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

9.4.3 **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 trades assistant.

9.4.4 **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 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

9.4.5 **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.

9.5 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.

9.6 MIXED FUNCTIONS

Where an employee on any one day performs two or more classes of work to which different rates of pay are applicable, the employer shall pay to the employee the higher hourly rate for the entire day if the employee is required to work in that class of work for more than 4 hours, and if for less than 4 hours during any one day the employee will be paid the higher rate for the time so worked.

9.7 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'.

9.8 ABANDONMENT OF EMPLOYMENT

- 9.8.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer will be at face value evidence that the employee has abandoned employment.
- 9.8.2 Provided where within a period of seven (7) days from the employee's last attendance at work or the date of the last absence in respect of which notification has been granted, an employee has not established to the satisfaction of the employer that the employee was absent for a reasonable cause, the employee will be deemed to have abandoned the employment.
- 9.8.3 Termination of employment by abandonment in accordance with this clause will operate in accordance with National Employment Standards which require Notice to

employees who abandon their employment as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever the later.

9.9 TERMINATION OF EMPLOYMENT

9.9.1 Notice of Termination of Employment

The employer when terminating the employment of an employee other than in the case of serious misconduct, will give to the employee the following notice:

Period of Continuous Employment	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the notice in sub-clause 9.9.1 hereof employees over 45 years of age at the time of giving notice with not less than two years continuous service will be entitled to an additional week's notice.

Payment in lieu of notice prescribed in sub-clause 9.9.1 will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice and part payment in lieu thereof.

In calculating any payment in lieu of notice the entitlement will be in accordance with the requirements of the National Employment Standards being the full rate of pay for the hours the employee would have worked including incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates and other separately identifiable amounts.

9.10 NOTICE OF TERMINATION BY EMPLOYEE

An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

If an employee who is at least 18 years old does not give the period of notice required, then the employer may deduct from wages due to the employee an amount that is no more than one week's wages for the employee. If the employer has agreed to a shorter period of notice than that required, then no deduction can be made.

Any deduction made under this clause must not be unreasonable in the circumstances.

9.11 PAYMENT ON EMPLOYEE RESIGNATION

- 9.11.1 For the purposes of this clause, where the reason that the employee ceases to be employed by the employer is because the employee voluntarily resigns from his/her position with the employer, then the employee will receive an additional payment by reason of the continuous service with the employer, calculated as follows:

Period of continuous service with an employer	Additional payment
1 year or more but less than 2 years	4 weeks
2 years or more but less than 3 years	6 weeks
3 years or more than but less than 4 years	7 weeks
4 years or more	8 weeks

- 9.11.2 The Additional Payment will be calculated on the employee's base rate of pay for his ordinary hours of work, as set out at Appendix 1 Rates of Pay and is in addition to those employee payments on resignation such as accrued Annual Leave, pro rata Annual Leave bonus and accrued RDO hours not taken.

9.12 Redundancy

- 9.12.1 Subject to the following procedure, it is agreed that it is the employer's prerogative to determine the order of selection of employees for employment or retrenchment.
- 9.12.2 All relevant legislation governing unfair dismissal, discrimination etc. will be observed.
- 9.12.3 Voluntary terminations will be encouraged as a first step. The seniority of employees – within classification, experience or skills held - will be observed by the employer in selecting employees for retrenchment.
- 9.12.4 The Dispute Settlement procedures set out in clause 8 will apply in the event of any concerns arising regarding retrenchments.
- 9.12.5 An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (b) because of the insolvency or bankruptcy of the employer.

- 9.12.6 In compliance with the National Employment Standards redundancy pay provisions, the amount of redundancy pay shall be based on the employee's period of continuous service with the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work.

Period of continuous service	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks*

There is a reduction in redundancy pay from 16 weeks to 12 weeks for employees with at least 10 years continuous service. This is consistent with the *2004 Redundancy Case* decision made by the Australian Industrial Relations Commission.

- 9.12.7 In accordance with sections 121, 122 and 123 of the *Fair Work Act 2009* (Cth), Redundancy pay will not be payable to any of the following:

- an employee whose period of continuous service with the employer is less than 12 months.
- an employee employed for a specified period of time, for a specified task, or for the duration of a specified season.
- an employee whose employment is terminated because of serious misconduct
- a casual employee.
- abandonment of employment.

9.13 SUPERANNUATION

- 9.13.1 Superannuation shall be paid in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth). The employer's default fund will be the Construction and Building Unions Superannuation Scheme (CBUS).

- 9.13.2 Where the employee does not nominate a fund, contributions will be paid into CBUS as the default fund, otherwise contributions shall be paid into an eligible super fund nominated by the employee. Superannuation contributions will be made into a superannuation fund that offers a My Super product.

- 9.13.3 The employer must make superannuation contributions for each employee to CBUS (or the employees nominated fund) at a rate that is not less than the charge percentage that varies from time to time under the *Superannuation Guarantee (Administration) Act 1992* (Cth) (the **SGA Act**) or any other minimum rate of contribution prescribed by law from time to time (Minimum Contribution Rate).

- 9.13.3 Any statutory increases to the Minimum Contribution Rate during the term of this Agreement will be in addition to the respective Ordinary Time Earnings (OTE) of

employees and will not result in any reduction in OTE. As of 1 July 2022, the level of Minimum Contribution Rate required to be paid on behalf of each employee was ten percent (10.5%) of the employees' OTE.

9.13.4 OTE for all purposes in this agreement has the same definition as defined by *Superannuation Guarantee Ruling 2009/2*. Without limiting the fullness of the definition, in summary the definition includes:

- (a) wages and allowances earned in respect of ordinary working hours (see clause 11) but excluding any wages and allowances earned in the performance of overtime; and
- (b) shift loading.

9.13.5 Where an employee wishes to have their pay salary sacrificed for additional superannuation, the employer will comply with the employee's request without unreasonable delay consistent with statutory requirements. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate.

9.13.6 **Absence from work**

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

9.13.7 **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.

9.13.8 **Unpaid leave**

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

9.13.9 **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 an employee of the employer.

9.14 **LONG SERVICE LEAVE**

Long Service Leave entitlements shall accrue in accordance with the Victorian Long Service Leave Act 2018.

9.15 **LEISURE TIME INJURY BENEFITS SCHEME**

The employer will provide cover for Leisure Time Injury Benefits Insurance, including Discretionary cover (the Company has agreed to use Windsor Management Insurance Brokers) in the following terms and conditions:

Leisure Time Injury Weekly Benefit	With dependents	\$1250.00
	No dependents	\$1050.00
	Apprentice with dependents	N/A
	Apprentice no dependents	N/A
	CPI applied from 53 rd week of claim	straight 5%
	Benefit period	156 weeks
	Age 65 to 70	104 weeks
	Waiting period	14 days
	Broken bones	\$8,000
Capital Benefits (out of work hours)	Where a worker suffers injury in their leisure time out of working hours	
	With dependents	\$40,000
	No dependents	\$20,000
	Child Care in the event of death	Up to \$30,000
Capital Benefits (work related hours)	Where a worker suffers injury resulting in death during working hours	
	With dependents	\$400,000
	No dependents	\$200,000
Workers Compensation Top Up	\$1,500 per week 52 weeks wait period / Top up period 78 weeks	
Journey accident cover	Weekly benefits to a maximum of \$2,000 (gross*) per week for injuries.	
	Period 104 weeks	
Emergency Transport	As provided by Incolink Discretionary cover and includes Spouse/partner and dependent children.	
Accidental Dental	As provided by Incolink Discretionary cover and includes Spouse/partner and dependent children.	
	Maximum payable for any one accident	
	With dependents (4 claims / year)	\$2,250
	No dependents (2 claims / year)	\$2,000

10 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 4.

PART 11 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK, PENALTY RATES

11.1 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.

11.2 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.

11.3 Flexibility of RDOs

11.3.1 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.

11.3.2 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.

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

11.4 Pro Rata Entitlements

11.4.1 An employee who has not worked or is not regarded under this clause as having worked, a complete 19 days 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.

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

11.5 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.

11.6 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.

11.7 Overtime

11.7.1 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.

11.7.2 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.

11.7.3 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 Saturday – double time, and a minimum four hours pay is paid.
- 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.

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

11.8 Rest Period After Overtime

When overtime is necessary it will wherever reasonably practicable be so arranged that employees have a 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.

11.9 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.

11.10 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:

i. Permanent stand-by on roster

- \$39.90 per week;
- For other than permanent stand-by on roster each Monday to Friday on call a rate of \$4.23 per night extra;
- For each Saturday, Sunday or Public Holiday on call a rate of \$29.02 extra;
- An employee's telephone rental to be paid by the employer.

11.11 Call Back and Rest Period

Overtime worked in the circumstances specified in 11.10 will not be regarded as overtime for the purposes of clause 11.8 Rest Period After Overtime where the actual time worked is less than four hours on such recall or on each of such recalls.

11.12 Use of Employee's Vehicle

When an employee's vehicle is used for call out at the request of the employer a payment of 74 cents per kilometre.

11.13 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 hourly wage received for the proceeding shift, for the time he/she takes in directly reaching his/her home.

11.14 Meal Hours

For work instructed to be done during meal periods and thereafter until a meal break is allowed time 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.

11.15 Meals and Crib Time

- 11.15.1 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 \$10.00 for each meal.
- 11.15.2 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 employer 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.
- 11.15.3 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 11.1 Hours of Work.
- 11.15.4 Provided that when working overtime on a Saturday the meal break will be paid at ordinary rates.

Penalty Rates

- 11.16 Where an employee is directed by the employer to work ordinary hours between midnight on Sunday and midnight of Friday, and the employee is:
- (i) Given less than 48 hours' notice prior to the commencement of shiftwork by the employer; and
 - (j) the work is for less than 5 consecutive shifts;
- the employee will be paid 150% of their ordinary hourly rate for the first 2 hours and 200% of their ordinary hourly rate thereafter for such ordinary hours worked.

PART 12 -AMENITIES, EQUIPMENT, OCCUPATIONAL HEALTH, SAFETY AND WELFARE MATTERS

12.1 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.

12.2 PROTECTIVE CLOTHING

- 12.2.1 The employer shall, 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.
- 12.2.2 Safety boots shall be provided on commencement.
- 12.2.3 All protective clothing is to be replaced on a "fair wear and tear" basis.
- 12.2.4 All employees commit to use all safety clothing and equipment as appropriate.
- 12.2.5 The employer will retain a safety clothing and equipment register for each employee.

12.3 INDUCTION PROCEDURES

- 12.3.1 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.
- 12.3.2 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.
- 12.3.3 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.
- 12.3.4 The induction presentations and materials shall have regard to the language skills of the employer/employee.

PART 13 - WAGES AND RELATED MATTERS

13 PAYMENT OF WAGES

- 13.1.1 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.
- 13.1.2 Pay slip information, in accordance with the Fair Work Act 2009 shall be provided within one day of payment.
- 13.1.3 Subject to Clauses 9.9 and 9.10, when notice of termination of employment has been given by the employee, or an employee's services has been terminated by the employer, payment of all wages and other monies owed to the employee will be made on the day concerned. Where it is impractical to comply, the employer shall pay the employee by no later than the normal pay period as prescribed in Clause 13.1.1.

13.1 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.

13.2 Compensation for Clothes, etc.

- 13.2.1 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.

- 13.2.2 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.
- 13.2.3 When the employer requires an employee to wear spectacles with toughened glass lenses the employer shall pay the cost of the toughening process.

PART 14 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

14 Annual Leave

14.1.1 Entitlement

Annual Leave will be in accordance with the National Employment Standards. The entitlement to Annual Leave will be in accordance with the requirements of the National Employment Standards being 4 weeks of paid annual leave for each year of service with the employer. An employee's entitlement to paid annual leave accrues progressively during a year of service and accumulates from year to year.

- 14.1.2 Provided that where a rostered day off, as prescribed in clause 11.1 – 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 clause 14.1.7.

14.1.3 Method of taking leave

- 14.1.3.1 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.
- 14.1.3.2 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 8 – Disputes Settlement Procedure.
- 14.1.3.3 Provided further that in circumstances where a public holiday falls within one day of a weekend or another public holiday the provisions of 14.1.3.1 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.
- 14.1.3.4 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.

14.1.3.5 Leave allowed before due date

14.1.3.6 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 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.

14.1.4 Proportionate leave on termination

Where an employee has given one week or more continuous service, inclusive of any day off as prescribed by clause 11.1 – 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 his Agreement.

14.1.5 Calculation of continuous service

14.1.5.1 For the purpose 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 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 a dispute as resolved under clause 8 – 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.

14.1.6 Payment for period of leave

14.1.6.1 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.

14.1.6.2 In addition to the payment prescribed in 14.1.6.1 an employee shall receive during a period of annual leave a loading of 17.5 percent 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.

14.2 **Annual close down(s)**

14.2.1 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:

- a) Stand off without pay during the period of leave any employee who does not have any Annual Leave accrued at the time or
- b) pay the employee pro rata (up to the amount of the leave then given) for the leave, based on the employee's Annual Leave accrual at that time

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

14.3 **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.

14.4 **Personal / Carers Leave**

14.4.1 Employees will receive the Personal / Carers Leave entitlement 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.

14.4.2 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 required care or support due to personal illness or personal injury, or an unexpected emergency (carer's leave)

14.4.3 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 in cumulative.

14.4.4 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 employee's immediate family or household.

14.5 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.

14.6 Public Holidays and Sunday Work

14.6.1 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 Sunday
8. Easter Monday
9. Anzac Day
10. Labour Day
11. Queens Birthday
12. Melbourne Cup
13. Friday before the AFL Grand Final

or such other day or part day declared or prescribed to be observed within the State.

14.6.2 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.

14.6.3 When work is performed on any of the public holidays specified in 14.7.1, 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 release form duty.

14.6.4 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.

14.6.5 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 14.6.1 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 purpose 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.

14.7 Family Picnic Day

All employees covered by this agreement shall be entitled to a Family Picnic Day *without loss of pay*, 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.

14.8 Family And Domestic Violence Leave

Family and Domestic Violence Leave shall be in accordance with the National Employment standards (NES)

14.9 Record Keeping

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

PART 15 – SIGNATORIES

15. Signatures

Signed for and on behalf [insert company name]

By: (Signature)

Name:

Explanation of the Person's authority to sign the agreement: Company Director

Address:

Date:

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

By: (Signature)

Name: (Print Name)

Explanation of the Person's authority to sign the agreement:

Address: 52 Victoria Street, Carlton South, Victoria 3053

Date:

APPENDIX 1 - Rates of Pay

Day Shift

Current Wage Rate	Hourly	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate		\$31.10	\$31.99	\$32.88	\$37.05	\$38.24
x 38 hrs		\$1,181.82	\$1,215.65	\$1,249.49	\$1,407.79	\$1,453.12
Welding Allowance					\$46.52	\$46.52
Total		\$1,181.82	\$1,215.65	\$1,249.49	\$1,454.42	\$1,499.64

Afternoon Shift

Current Wage Rate	Hourly	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate		\$37.32	\$38.39	\$39.46	\$44.46	\$45.89
x 38 hrs		\$1,418.16	\$1,458.82	\$1,499.48	\$1,689.48	\$1,743.82
Welding Allowance					\$46.52	\$46.52
Total		\$1,418.16	\$1,458.82	\$1,499.48	\$1,736.00	\$1,790.34

Day Shift

3% 1st Period 1/07/2022	Pay after	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate		\$31.98	\$32.90	\$33.81	\$38.10	\$39.33
x 38 hrs		\$1,215.24	\$1,250.20	\$1,284.78	\$1,447.80	\$1,494.54
Welding Allowance					\$47.84	\$47.84
Total		\$1,215.24	\$1,250.20	\$1,284.78	\$1,495.64	\$1,542.38

Afternoon Shift

3% 1st Period 1/07/2022	Pay after	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate		\$38.38	\$39.48	\$40.57	\$45.72	\$47.20
x 38 hrs		\$1458.44	\$1,500.24	\$1,541.66	\$1,737.36	\$1,793.60
Welding Allowance					\$47.84	\$47.84

Total	\$1458.44	\$1,500.24	\$1,541.66	\$1,785.20	\$1,841.44
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Day Shift

3% Period 1/04/2023	1st Pay after	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate		\$32.86	\$33.80	\$34.74	\$39.14	\$40.41
x 38 hrs		\$1,248.68	\$1,284.40	\$1,320.12	\$1,487.32	\$1,535.58
Welding Allowance					\$49.16	\$49.16
Total		\$1,248.68	\$1,284.40	\$1,320.12	\$1,536.48	\$1,584.74

Afternoon Shift

3% Period 1/04/2023	1st Pay after	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate		\$39.43	\$40.56	\$41.69	\$46.97	\$48.49
x 38 hrs		\$1,498.34	\$1,541.28	\$1,584.22	\$1,784.86	\$1,842.62
Welding Allowance					\$49.16	\$49.16
Total		\$1,498.34	\$1,541.28	\$1,584.22	\$1,834.02	\$1,891.78

Day Shift

3% Period 1/04/2024	1st Pay after	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate		\$33.74	\$34.71	\$35.67	\$40.19	\$41.49
x 38 hrs		\$1,282.12	\$1,318.98	\$1,355.46	\$1,527.22	\$1,576.62
Welding Allowance					\$50.47	\$50.47
Total		\$1,282.12	\$1,318.98	\$1,355.46	\$1,577.69	\$1,627.09

Afternoon Shift

3% Period 1/04/2024	1st Pay after	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate		\$40.49	\$41.65	\$42.80	\$48.23	\$49.79
x 38 hrs		\$1,538.62	\$1,582.70	\$1,626.40	\$1,832.74	\$1,892.02

Welding Allowance				\$50.47	\$50.47
Total	\$1,538.62	\$1,582.70	\$1,626.40	\$1,883.12	\$1,942.49

Day Shift

3.5% 1st Pay Period after 1/04/2025	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate	\$34.77	\$35.76	\$36.76	\$41.42	\$42.76
x 38 hrs	\$1,321.26	\$1,358.88	\$1,396.88	\$1,573.96	\$1,624.88
Welding Allowance				\$52.01	\$52.01
Total	\$1,321.26	\$1,358.88	\$1,396.88	\$1,625.97	\$1,676.89

Afternoon Shift

3.5% 1st Pay Period after 1/04/2025	Trades Assistant	Process Worker	Machinist	Welder	Mains Setter/Welder
Hourly Rate	\$41.72	\$42.91	\$44.11	\$49.70	\$51.31
x 38 hrs	\$1,585.36	\$1,630.58	\$1,676.18	\$1,888.60	\$1,949.78
Welding Allowance				\$52.01	\$52.01
Total	\$1,585.36	\$1,630.58	\$1,676.18	\$1,940.61	\$2,001.79

APPENDIX 2 – Establishment of Health and Safety Working Group/Committee

As a long established and highly reputable fire fabrication business, Taylor Engineering Co Pty Ltd has been an industry leader in improving and refining manufacturing processes to streamline production lines and making goods handling more simple and safer for our workforce.

Taylor Engineering Co Pty Ltd agrees to establish a Health and Safety Committee (**the Committee**) in accordance with section 72 of the *Occupational Health and Safety Act 2004 (OHS Act)*.

The Committee shall include the employer's safety supervisor and the employee health and safety representatives.

The Committee shall meet as often as is necessary, however must convene at least quarterly, to provide an overview of safety in the factory/workshop and assist in the promotion of a safe working environment.

Additional Safety provisions

The parties recognise the potentially hazardous nature of the employer's industry. To this end, the parties to this Agreement are committed to continuous improvement in occupational health and safety

standards through the implementation of an organisational framework which involved all parties in protecting employee's health and safety.

In meeting these objectives, the Parties have agreed to consider a broad agenda through the consultative processes established by this Agreement.

Such an agenda will include:

- (a) Measures designed to include the safe operation of plant and equipment;
- (b) Training issues including specific hazards, health and safety systems, and site induction;
- (c) Management of occupational health and safety through a comprehensive approach which aims to control hazards at their source, reduce the incidence and costs of occupational injuries and illnesses; and
- (d) Risk of fatigue.

The Employer will comply with all relevant work health and safety legislation, including the OHS Act, workers compensation legislation, regulations, codes of practice and relevant and appropriate Australian and Industry Standards.

The safety representatives will have adequate time to investigate safety concerns and received appropriate training.

In accordance with the requirements of *the Occupational Health and Safety Act 2004*, an employee, upon election as an occupational health and safety representative, shall be granted paid leave to undertake an appropriate introductory or refresher health and safety representative's course from a Victorian Workcover Authority approved training organisation. The initial OHS training for the HSR is delivered over 5 days of either a block of consecutive days or as a series of single days. Refresher training is a 1-day course conducted on an annual basis. Leave granted under this clause is in addition to leave available to employees elsewhere in this Agreement. The granting of such leave will not unduly affect the Employer's operational requirements. The Employer will not unreasonably refuse the granting of such leave.

APPENDIX 3 - Flexibility and Consultation Clauses

WORKPLACE FLEXIBILITY

The employer must ensure that any IFA agreement is genuinely agreed to by the employer and the employee and result in the employee being better off overall at the time the IFA is made than the employee would have been if no IFA had been agreed to.

2.1 Notwithstanding any other provision of the Agreement, the employer and an individual employee may agree to vary the application of certain terms of the Agreement to meet the genuine individual needs of the employer and the individual employee (Individual Flexibility Agreement (**IFA**)). The terms the employer and the individual employee may agree to vary the application of are those permitted under section 172 of the FW Act, and relates only to:

2.1.1 Arrangements for when work is performed;

2.1.2 Salary sacrifice arrangements

2.1.3 Reduction in ordinary hours and

2.1.4 are not unlawful terms under section 194 of the FW Act

- 2.2** The employer and the individual employee must have genuinely made the IFA without coercion or duress. An IFA can only be entered into after the individual employee has commenced employment with the employer.
- 2.3** The IFA between the employer and the individual employee must:
- 2.3.1 be confined to a variation in the application of one or more of the terms listed in Clause 2.1; and
- 2.4** The IFA between the employer and the individual employee must also:
- 2.4.1 be in writing, name the parties to the IFA and be signed by the employer and the individual employee and, if the employee is under eighteen (18) years of age, the employee's parent or guardian;
- 2.4.2 state each term of the Agreement that the employer and the individual employee have agreed to vary;
- 2.4.3 detail how the application of each term has been varied by agreement between the employer and the individual employee;
- 2.4.4 detail how the IFA results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- 2.4.5 state the date the agreement commences to operate.
- 2.5** The employer must give the individual employee a copy of the IFA and keep the IFA as a time and wages record within fourteen (14) days.
- 2.6** Except as provided in Clause 2.4.1 the IFA must not require the approval or consent of a person other than the employer and the individual employee.
- 2.7** An employer seeking to enter into an IFA 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.
- 2.8** The IFA may be terminated:
- 2.8.1 by the employer or the individual employee giving no more than twenty eight (28) days' notice of termination, in writing, to the other party and the IFA ceasing to operate at the end of the notice period; or
- 2.8.2 at any time, by written agreement between the employer and the individual employee.

CONSULTATION

- 2A.1** This Clause applies if the employer:-
- 2A.1.1 has made a definite decision to introduce a *major change* to production, program, organisation, structure or technology in relation to its employer that is likely to have a significant effect on the employees; or
- 2A.1.2 Subject to Clause 10.10, proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

- 2A.2** For a major change referred to in Clause 10.1.1:

- 2A.2.1 the employer must notify the relevant employees, as soon as practicable and prior to implementation of the decision to introduce the major change; and
- 2A.2.2 Clauses 2A.3 to 2A.9 apply.
- 2A.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2A.4 If:
- 2A.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 2A.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 2A.5** As soon as practicable after making its decision, the employer must:
- 10.5.1 discuss with the relevant employees and/or their appointed representative/s (e.g. union or other representative):
- 2A.5.1(a) the introduction of the change; and
- 2A.5.1(b) the effect the change is likely to have on the employees; and
- 2A.5.1(c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 2A.5.2** for the purposes of the discussion—provide, in writing, to the relevant employees:
- 2A.5.2(a) all relevant information about the change including the nature of the change proposed; and
- 2A.5.2(b) information about the expected effects of the change on the employees; and
- 2A.5.2(c) any other matters likely to affect the employees.
- 2A.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2A.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2A.8** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the employer of the employer, the requirements set out in Clause 2A.1.1, 2A.1.3 and 2A1.5 are taken not to apply.
- 2A.9** In this Clause, a major change is *likely to have a significant effect on employees* if it results in:
- 2A.9.1 the termination of the employment of employees; or
- 2A.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 2A.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 2A.9.4 the alteration of hours of work; or
- 2A.9.5 the need to retrain employees; or

2A.9.6 the need to relocate employees to another workplace; or

2A.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

2A.10.1 For a change referred to in Clause 2A.1.2:

2A.10.2 the employer must notify the relevant employees of the proposed change; and

2A.10.3 Clauses 2A.11 to 2A.15 apply.

2A.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

2A.12 If:

2A.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

2A.12.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

2A.13 As soon as practicable after proposing to introduce the change, the employer must:

2A.13.1 discuss with the relevant employees the introduction of the change; and

2A.13.2 for the purposes of the discussion—provide to the relevant employees:

2A.13.2(a) all relevant information about the change, including the nature of the change; and

2A.13.2(b) information about what the employer reasonably believes will be the effects of the change on the employees; and

2A.13.2(c) information about any other matters that the employer reasonably believes are likely to affect the employees; and

2A.13.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

2A.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2A.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2A.16 In this clause:

relevant employees mean the employees who may be affected by a change referred to in Clause 2A.1.

2A.17 This clause is to be read in conjunction with Clause 10.10 - Hours of Work.

APPENDIX 4 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 one of the following Melbourne Bureau of Meteorology Monitoring Stations: Melbourne, Moorabbin, Essendon Airport, Laverton, Scoresby, Melbourne Airport, Dandenong and Geelong. Alternatively, where the parties agree an on-site temperature measuring station that is calibrated annually 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-clauses 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 in 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 retains 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, 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 periods.
- 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 duties on site,
Inclement Weather for construction sites applies.**