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CEPU PLUMBING DIVISION

VICTORIAN BRANCH

Commercial Refrigeration and Service

Enterprise Agreement 2019-2022

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1. Title and application

- 1.1 This agreement shall be known as the ##### and the CEPU – Plumbing Division Victorian Branch Commercial Refrigeration & Service Enterprise Agreement 2019-2022
- 1.2 The Agreement shall apply to all employees of the employer covered by the classifications in this agreement.

2. Parties and Persons Bound

- 2.1 This Agreement shall be binding upon CEPU (Plumbing Division) Victorian Branch and its members employed in the sectors listed in 2.2; and
- 2.2 ##### being the “employer” in respect to employees in the Victorian building and construction commercial refrigeration installation and service and maintenance work, engaged in the occupations of Refrigeration/air conditioning mechanic (including apprentices) and/or General Assistant/Labourer who are eligible to be members of the CEPU.

3. Objectives

In reaching this Agreement the objectives of the parties are to:

- 3.1 Provide an efficient, progressive and prosperous Commercial Refrigeration/Air Conditioning industry for the benefit of all participants,
- 3.2 Achieve sustainable and measurable improvements in industrial and employee relations and practices, and
- 3.3 Attain and maintain the highest possible level of occupational health and safety.

4. Certification and Date of Operation of Agreement

- 4.1 This Agreement will be submitted to Fair Work Commission (FWC) for approval of the agreement in accordance with the *Fair Work Act 2009*.
- 4.2 This Agreement shall commence to operate 7 days after approval by the FWC, and will apply for 4 years with a nominal expiry date of 30 June 2022.

5. No Extra Claims, Increases to Wages and Allowances and No-Disadvantage

- 5.1 The parties accept this Agreement is in full and final settlement of all wage, terms and conditions claims. There will be no further claims on any other matter during the period of this Agreement.
- 5.2 No employee shall be disadvantaged by the introduction of this Agreement, or any previous Agreement.

6. Relationship to Awards (covered in point 2.3 above)

- 6.1 This Agreement is intended to be a comprehensive agreement, and replaces and excludes all Awards including the *Plumbing and Fire Sprinklers Award 2010*.
- 6.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. Definitions

- 7.1 **FWC** means the Fair Work Commission.
- 7.2 **Continuous service** means a period of continuous employment regardless of an employee's absence from work for any of the following reasons:
- 7.2.1 Illness or accident up to a maximum of four weeks after the expiration of paid personal leave;
 - 7.2.2 Any leave entitlement taken (e.g. annual leave, jury service, public holiday, personal leave, long service leave, etc.);
 - 7.2.3 Injury received during the course of employment and up to a maximum of 52 weeks for which the employee received workers' compensation;
 - 7.2.4 Any other absence from work except where the employer notifies the employee in writing that their service has been broken.
 - 7.2.5 For accrual of annual leave, refer to the Annual Leave clause.
- 7.3 **Ombudsman** means the Fair Work Ombudsman
- 7.4 **Leading hand/Job Runner/Commissioner** means an employee who is given by the employer, or their agent, the responsibility of directing and/or supervising the work of other persons or in the case of only one person, the specific responsibility of directing and/or supervising the work of that person, providing that person is not an apprentice.
- 7.5 **Ordinary time** means rates as calculated in accordance with Appendix A Rates of Pay, (ie: the 100% hourly rate of pay for calculation for all premiums);
- Time and a half means ordinary time plus 50 per cent (i.e.; 150%);
 - Double time means ordinary time plus 100 per cent (i.e. 200%) and;
 - Double time and half means ordinary time plus 150 per cent (i.e.; 250%).
 - Apart from Annual leave loading, Allowances, however described, do not form part of the Ordinary time rate for the purposes of any premium or leave purposes

- 7.6 **Refrigeration/Air Conditioning Mechanic** means a person who has served an apprenticeship and holds an RAC Arctick Licence, or who is the holder of a tradesperson's certificate issued by the appropriate authority as a refrigeration/air conditioning mechanic, who is required to apply general trade experience on refrigeration work.
- 7.7 **Service and Maintenance work** means but is not limited to installing, altering, repairing, restoring, maintaining, extending work for the purpose of one off calls or programmed maintenance.
- 7.8 Trades **Assistant/Labourer** means a person primarily engaged in assisting a refrigeration/air conditioning mechanic.
- 7.9 **Union** means The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.
- 7.10 Fair Work Act (FWA) means the Fair Work Act 2009 (Cth) (as amended)
- 7.11 NES means the National Employment Standards
- 7.12 EA means Enterprise Agreement
- 7.13 Premium means the additional payment to be made, above the 100% rate.
- 7.14 Company means the Enterprise
- 7.15 Casual employee means A casual team member is a team member who has been engaged on a casual basis, is not guaranteed any minimum number of Ordinary Hours in any week, and is engaged and paid by the hour.

7A Sham Contracting

Whilst the employer may engage labour hire for a variety of reasons, the employer acknowledges that it is not its intention to use supplementary labour to undermine the employment security and terms and conditions of employment under the Agreement.

The employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of employees covered by this Agreement.

For the purpose of this Clause:-

Contractor means a person, company or business and includes labour hire companies and sub-contractors; and

Work means work covered by the Agreement which might ordinarily be performed by current or future employees of the employer under this Agreement.

Where the employer makes a definite decision to engage Contractors to perform Work the employer must first consult in good faith with potentially affected employees, in accordance with Clause 10 - Consultation.

The employer agrees to consult with potentially affected employees as soon as practicable and not less than fourteen (14) days' before the commencement of the Work by the Contractors. If for any reason this does not occur, or if the employer has less than fourteen (14) days' notice of the need to commence the work,

consultation will occur as soon as practicable - and in any case not more than fourteen (14) days after the Contractors commence work.

All subcontract firms would be engaged according to the following terms:-

the subcontract firm will have its own safe work method statements and OHS Plans; and

the subcontract firm will have all appropriate licences and hold current public liability and worker's compensation insurances; and

builders will be notified that the subcontract firm has been engaged and all employees of the subcontract firm will be inducted under their company name; and

all employees employed by the subcontract firm will hold all appropriate registrations and or licences to carry out work they are performing; and

all employees of the subcontract firm will obey by all Site requirements.

In the event of a dispute about whether consultation has occurred under this clause, the matter will be dealt with in accordance with Clause 14 - Dispute Resolution Procedure.

The employer will not contravene the sham contracting provisions in Part 3-1, Division 6 of the FW Act.

8. Employee Benefits

The employer will continue to provide the following benefits:

8.1 Superannuation

8.1.1 The Employer will be, and remain during the life of this agreement, a participating employer in the C+BUS Superannuation Scheme. No employee will commence employment unless they are a registered worker in the C+BUS Scheme.

8.1.2 The level of contributions paid on behalf of each employee will be as follows:

Date	Minimum Amount
from 1/10/2018	\$175.00 per week
From 1/10/2019	\$175.00 per week
From 1/10/2020	\$175.00 per week
From 1/10/2021	\$175.00 per week
From 1/10/2022	\$175.00 per week

8.1.3 The above contribution rates do not limit an employer's liability under the Superannuation Guarantee Charge (SGC). The level of contributions paid on behalf of each employee will be the greater of 9.5%, or other such percentage rate consistent with the *Superannuation Guarantee (Administration) Act 1992*, of the ordinary time earnings as defined by the Australian Taxation Office and inclusive of, but not limited to, fares, travel, site allowance and CRIP allowance and all other allowances or the amounts contained in the table above.

8.1.4 Apprentices will receive the applicable Federal Government guarantee prescribed under the relevant Superannuation act as per SGC

- 8.1.5 All superannuation contributions will be paid monthly as required by the trust deed. The employer will sign, at the same time as it signs this agreement, a variation to the C+BUS trust deed to reflect this agreement.
- 8.1.6 Where an employee wishes to have their pay salary sacrificed for additional superannuation contributions, the employer will comply with the employee's request as soon as possible. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate.
- 8.1.7 Where an employee exercises this option, or similar options, such contributions will be deemed to be part of their wages for the purposes of the FWC.
- 8.1.8 Where an employee requests an employee representative to examine the employee's superannuation records to confirm compliance, the employer will meet such a request.

8.2 Long Service Leave/Co-invest

- 8.2.1 Long Service Leave will be paid in accordance with the appropriate State legislation in Victoria
- 8.2.2 Payments by the employer will be paid in accordance with the trust deed.

8.3 Redundancy protection

- 8.3.1.1 The employer shall participate in a Redundancy Protection Scheme and shall make relevant contributions on behalf of all employees to provide for the payment of redundancy benefits to employees.
- 8.3.1.2 The employer is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Worker Entitlement Fund 1 ("Incolink Number 1 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee, and all the employees of the employer within the scope of this Agreement will be enrolled in the Incolink Number 1 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.
- 8.3.1.3 The employer shall pay contributions to the Incolink Number 1 Fund on behalf of each employee in accordance with the Trust Deed. If Incolink nominates any other fund under clause (5), the employer shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund.
- 8.3.1.4 In the event of an employee being made redundant by the employer the employer shall be liable to pay redundancy payments to an employee when the employee ceases to be employed by the employer (unless the employee redundancy payments are met by Incolink) and is not immediately re-employed by an employer respondent to the agreement or other approved certified agreement, other than for reasons of misconduct or unreasonable refusal of duty. The employee will be entitled to receive either the greater of the NES or their Incolink account, not both. There will be no double dipping of entitlements.
- 8.3.1.5 The redundancy payments which the employer is liable to pay under clause 8.3.1.4 are whichever are the greater of the entitlement of the employee under the Agreement and the entitlement of the employee under the Incolink Number 1 Fund Trust Deed (or under the constituting documents of any other ATO approved fund nominated by Incolink pursuant to its Trust Deed).

- 8.3.1.6 The liability of the employer to pay redundancy payments to an employee under this clause will be met by the making of the contributions on behalf of each employee required as a member of the Incolink Number 1 Fund, or another fund nominated by Incolink pursuant to its Trust Deed.
- 8.3.1.7 References in this clause to “Incolink Number 1 Fund” include a reference to another fund for comparable purposes nominated by Incolink for the purposes of this Agreement as a fund which supersedes the Incolink Number 1 Fund.
- 8.3.2 **Redundancy**
- 8.3.2.1 The provisions of this clause will not result in any ‘double dipping’ in respect to benefits payable to an employee.
- 8.3.2.2 This clause 8.3.2 will be read in conjunction with clause 8.3.1 of this Agreement except that where there is any inconsistency, clause 8.3.1 of this Agreement will prevail.
- 8.3.2.3 **Redundancy funds**
- An employer covered by this Agreement may utilize a fund to meet all or some of the liabilities created by this clause. Where an employer utilizes such a fund:
- Payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay will be set off against the liability of the employer under this clause, and the employee will receive the fund payment or the Agreement benefit whichever is the greater but not both; or
 - Where a fund, which has been established pursuant to an agreement between employee representatives and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund will, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee will be made in accordance with the rules of the fund or any agreement relating thereto and the employee will be entitled to the fund benefit or the Agreement benefit whichever is greater but not both.
- 8.3.2.5 **Definition**
- Redundancy means a situation where an employee is terminated by the employer because their position/work has ceased to exist and no alternative position/work can be provided by the employer.
- 8.3.2.6 **Redundancy pay**
- A redundant employee will receive redundancy/severance payments, calculated in accordance with the NES.
- 8.3.2.7 Week’s pay means the ordinary time rate of pay at the time of termination for the employee concerned.
- 8.3.2.8 If an employee dies within a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.

8.3.2.9 Employee leaving during notice

An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, will be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment in lieu of notice.

8.4 Trauma insurance

8.4.1 The employer shall participate in a trauma policy insurance scheme and shall make relevant contributions on behalf of all employees to provide for the payment of trauma insurance benefits to employees.

8.4.2 The benefits required to be provided in the Trauma Policy will be equivalent to or superior to the benefits provided by the Incolink administered lump sum insurance policy as at the date of this agreement.

8.4.3 The particular Trauma Policy to be provided shall be agreed between the majority of employees and the employer. The Incolink administered lump sum insurance policy or a similar scheme providing equivalent or superior benefits shall be taken as agreed to by the majority of employees and the employer for the purpose of this clause.

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

8.4.5 Should there be a substantial increase in the cost of the insurance the parties agree to assess options such as reducing the table of defined benefits to maintain a stable premium figure.

8.5 Income protection

8.5.1 The employer shall participate in an income protection scheme and shall make relevant contributions on behalf of all employees to provide for the payment of an income protection scheme to employees.

8.5.2 The benefits required to be provided in the Income Protection Policy will be equivalent to or superior to the benefits provided by the Incolink Insurance and Income Protection Scheme.

8.5.3 The particular Protection Policy to be provided shall be agreed between the majority of employees and the employer. The Incolink Leisure Time Insurance and Income Protection Scheme or a similar scheme providing equivalent or superior benefits shall be taken as agreed to by the majority of employees and the employer for the purpose of this clause.

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

8.5.5 Should there be a substantial increase in the cost of the insurance the parties agree to assess options such as reducing the table of defined benefits to maintain a stable premium figure.

8.6 Journey accident Insurance

8.6.1 The employer will insure all employees covered by this Agreement against the loss of ordinary wages arising from work absence up to a period of 12 months due to injuries or illness resulting from any accident incurred in journeys between the employee's residence and the workplace, and return.

- 8.6.2 The employer's liability extends only to the reimbursement of the employee's ordinary 36/38 hours rate and all such absences shall be supported by certification of a duly authorized medical practitioner.
- 8.6.3 The provisions of this clause will not result in any 'double dipping' in respect to benefits payable to an employee.
- 8.6.4 Should there be a substantial increase in the cost of the insurance the parties agree to assess options such as reducing the table of defined benefits to maintain a stable premium figure.

8.7 Accident make-up pay

- 8.7.1 The employer shall pay accident pay as defined in the Agreement, during the incapacity of their employees arising from any one work-related injury, for a total of 52 weeks, irrespective of whether such incapacity is in one continuous period or not.
- 8.7.2 The provisions of this clause will not result in any 'double dipping' in respect to benefits payable to an employee.
- 8.7.3 Accident pay means a weekly payment of an amount being the amount no less than the amount including current hourly Ordinary time rate, CRIP allowance, fares, travel and site allowance and the weekly amount of compensation paid to the employee pursuant to the said relevant workers' compensation legislation and the employee's current hourly Ordinary time rate prescribed by this Agreement's - Hours of work clause, or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the employee's current hourly rate, CRIP allowance, fares, travel and site allowance.
- 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 pre injury weekly earnings (PIAWE) calculated by the workers compensation insurer, in addition to CRIP allowance, fares, travel and site allowance and overtime, or
 - where the incapacity is for a lesser period than 1 week, the difference between the amount of compensation paid to the employee pursuant to the said relevant workers' compensation legislation and the pre injury average weekly earnings (PIAWE) as defined and calculated by the compensation insurer, in addition to CRIP allowance, fares, travel and site allowance and overtime for that period.
- 8.7.4 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. 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 employer to pay accident pay as provided in this clause.
- 8.7.5 In the event an employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of the employer to pay accident pay as herein provided will cease from the date of such redemption.
- 8.7.6 An employer may at any time apply to FWC for exemption from the terms of this clause on the grounds that an accident pay scheme proposed or implemented by that employer contains provisions generally not less favourable to their employees than the provisions of this clause.

8.7.7 Should there be a substantial increase in the cost of the insurance the parties agree to assess options such as reducing the table of defined benefits to maintain a stable premium figure.

8.8 Hours of Work

8.8.1 The ordinary hours of work shall be:

- (a) For service employees: 38 hours per week worked between 6 a.m. and 6 p.m. Monday to Friday; and
- (b) For install employees: 36 hours per week worked between 6 a.m. and 6 p.m. Monday to Friday

Hours of Work may be structured so as to accrue an entitlement to take a day off as rostered in each cycle paid as though worked.

- All hours worked before 6am shall be paid at 200%.
- By mutual agreement, an employee may commence work at 5am and be paid the Ordinary time rate of pay, plus an additional 100% (ie; 200% in total) for all hours prior to 6am.
- An employee may commence work before 5am by mutual agreement. The employee will be paid at the Ordinary time rate of pay, plus an additional 100% (ie; 200% in total) for all hours prior to 6am.

8.8.2 The employer and affected employees may agree to an alternate method of arranging ordinary hours. Such an alternative method must be able to be terminated by either the employee, or the employer, giving written notice of not more than 28 days, or by the employee and the employer at any time if both parties agree to the termination.

Matters on which agreement can be reached can include:

- 8.8.3(a) How the hours are to be averaged in a work cycle,
- 8.8.3(b) The duration of the work cycle,
- 8.8.3(c) Rosters which specify starting and finishing times
- 8.8.3(d) Substitution of rostered days off,
- 8.8.3(e) Arrangements allowing flexibility in taking rostered days off according to the following work cycles:

For install/36 hour employees:

8.8.3(e)(i) The method for calculating work cycles is the ordinary working hours will be worked in a 10-day/2-week cycle, Monday to Friday inclusive, with 8 hours worked for each of 9 days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which will be taken as a paid day off.

The tenth day of the cycle will be known as the Rostered Day Off (hereinafter called 'RDO'), and will be taken as outlined below. Payment on such an RDO will include the daily wages, Fares and any applicable Site Allowance.

8.8.3(e)(ii) Provided that 26 RDO's will be accrued by an employee in each 12 months continuous service. This will not apply for the period an employee is on unpaid leave.

8.8.3(e)(iii) Each day of paid leave taken and any holiday taken (as prescribed below) occurring during any cycle of 2 weeks will be regarded as a day worked for accrual purposes. The term each day of paid leave only covers days worked personal leave, annual leave and public holidays (but not RDOs).

8.8.3(e)(iv) Upon commencement of employment, employees who have not worked, or who are not regarded by reason of this paragraph as having worked a complete ten day/two week cycle, will receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment.

Thereafter, for the duration of employment with that employer, and provided that the employees agree, RDOs will be paid in full as they occur. If RDO's are paid in full and there is an accrual shortfall the employee/s will remain in debit with the employer.

8.8.3(e)(v) For service/38 hour employees:

The method for calculating work cycles will be working a 19 day four consecutive week cycle of eight hours each Monday to Friday with a working day off in each cycle taken on the day agreed. The agreed day of the cycle will be known as the RDO. Payment on an RDO will include the daily wages, and Fares Allowance.

8.8.4 Upon termination of employment, an adjustment will be made to ensure the full RDO entitlement, and no more, has been provided. This means employees then having received more RDOs than they were entitled to will have the relevant amount removed from final wages termination payments, (not including any leave entitlements) and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

Accrual of RDO's:

The parties agree employees may accrue 5 RDO's (by mutual agreement, based on personal and business needs).

8.9 Paid Leave Days for Service – 38 hour employees

8.9.1 All employees engaged in the Service sector shall be entitled to accrue an additional 5 Paid Leave Days (PLD's). Service Employees will be required to work an extra hour per week.

8.9.2 Service employees who elect not to work an extra hour per week will not accrue the PLD's as outlined in clause 8.9.1

8.9.3 PLD's may only be taken where workload requirements permit and by agreement between both the employer and employee.

8.9.4 PLD's will be recorded on timesheets in a similar manner to that used for RDO's.

8.10 Overtime

8.10.1 All overtime hours will be paid at double time (as defined in Clause 7.5).

8.10.2 Overtime will be calculated by applying the hourly divisor of either 1/38th for service or 1/36th for install.

8.10.3 A meal allowance is payable where an employee works more than 2 hours of unplanned overtime.

8.11 Night Work

- The spread of Ordinary hours for night work shall be 6pm to 6am Monday to Friday.
- An employee can be engaged on night work, commencing on a Sunday night, by mutual agreement
- Night work will be of the same duration as day work, 8 hours with an additional 30 minutes for an unpaid meal break.
- An employee must be given a minimum of 48 hours' notice, to work night work. Where an employee is given less than 48 hours' notice to work night work, the night work will be treated as overtime.
- Employees on night work will be afforded a minimum break of 10 continuous hours between finishing night work and commencing day work.
- Whilst engaged on night work an employee will only be paid 200%.
- Night work will receive a loading of 100% of the Ordinary time rate for the all hours worked (ie; 200% in total).
- Employees performing night work between the hours of 6pm and 6am will be eligible for an 8 hour paid rest break at the normal day time hourly rate, following the last night worked of each week.

8.12.1 Entitlement

- (a) All employees (except casuals) will receive paid annual leave
Full-time and Part-time employees accrue 4 weeks of annual leave, based on their ordinary hours of work. The rate of accrual shall be 2.769 hours per week for Install employees (144 hours per annum) and 2.923 hours per week for Service employees (152 hours per annum) The leave accumulates gradually during the year and any unused leave will roll over from year to year
- (b) Where an employee is a 7 day shift worker, who is regularly rostered to work Sundays and Public Holidays the employee will be considered a shift worker for the purposes of the NES (and entitled to an additional weeks' annual leave).

8.12.2 Accrual of Annual leave

- (a) Annual leave accumulates when an employee is on paid leave including paid annual leave and personal leave
- (b) Annual leave does not accumulate when the employee is on:
 - (i) Unpaid annual leave;
 - (ii) Unpaid sick/carer's leave and
 - (iii) Unpaid parental leave

8.12.3 Annual leave loading will be 17.5 %, in addition to the employee's Ordinary time rate of pay.

8.12.4 Taking Leave

- (a) An employee may take annual leave in periods agreed between the employer and the employee provided 1 of the periods shall be of at least 10 working days.
- (b) Where an employee requests leave be allowed in 1 continuous period such request will not be unreasonably refused.
- (c) 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 the distant job, the place regarded as their headquarters, by the first reasonable means of transport, their

annual leave will commence on the first full working day following their return to such place of engagement or headquarters as the case may be.

- (d) The employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay. The employer may exercise the right to shut down the business or part of the business once in each calendar year.
- (e) The employer may direct an employee to take annual leave in circumstances where:
 - (i) The employee has accrued more than 6 weeks of annual leave;
 - (ii) The employer and employee are unable to reach agreement on the taking of the leave;
 - (iii) The employer has given the employee at least 28 days written notice prior to the date the employee is required to commence the leave and
 - (iv) The employee may retain a minimum of 4 weeks of annual leave after taking such leave

8.12.5 Leave in advance

- (a) By agreement with the employer, an employee may take any amount of annual leave before leave becomes due. Where an employee has taken leave in advance (in accordance with subclause 8.12.5(a) and their employment is then terminated prior to accruing such annual leave balance the employer may deduct such amounts from whatever remuneration is payable upon termination, (not including any leave entitlements) the payment received for the taken annual leave.

8.12.6 Cashing Out Leave

The employer and an employee may agree in writing to cash out a particular amount of accrued paid annual leave provided that:

- (a) The employee will retain a minimum of 4 weeks of annual leave;
- (b) Cashed out leave will be paid at the amount that would have been payable to the employee had the employee taken the leave (including annual leave loading) and;
- (c) Each cashing-out of a particular amount of paid annual leave will be by a separate written agreement, between the employer and the employee

8.12.7 Payment for annual leave on termination

The employee will be entitled to payment of accrued annual leave upon termination of employment

8.13 Public holidays

- (a) Employees will be entitled to the following Public holidays, where government gazetted, without deduction of pay: In addition to the public holidays specified below, an employee will be entitled to any other day, or part – day, declared or prescribed by or under a law of the State of Victoria, to be observed generally within the State of Victoria, or a region of the State of Victoria, as a public holiday, other than a day, or part - day, or a kind of day or part – day, that is excluded by the regulations from counting as a public holiday.

New Year's Day	Australia Day	Labour Day
Good Friday	Easter Saturday	Easter Sunday
Easter Monday	Anzac Day	Queen's Birthday
Friday before Grand Final Day	Melbourne Cup Day	Christmas Day
Boxing Day		

- (b) Subject to the agreement of the employer and a majority of employees, employees will have the option of replacing the Melbourne Cup Public Holiday with the local race day (e.g. Albury, Mildura, and Wodonga). If this option is applied the replacement day will be paid as a public holiday and Melbourne Cup Day becomes a normal working day for the employees concerned.
- (c) When a public holiday is on a Saturday or Sunday, a day in lieu will be observed on the next calendar working day if this has been gazetted
- (d) Any employee required to work on any of the public holidays as gazetted will be paid at double time and a half calculated on their Ordinary time hourly rate, provided an employee required to work any one of the public holiday's will be paid for not less than 4 hours work.
- (e) An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which will lie upon the employer), will pay the employee a day's rate for each holiday or each holiday in a group, which falls within 10 consecutive calendar days after the day of termination
- (f) Where any 2 or more of the holidays prescribed in this clause occur within a 7 day span, such holiday will be a group of holidays. If the first day of the group holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group

8.14 Picnic day

- 8.14.1 Picnic Day is held the first Monday of December every year. Provided however that within a radius of 80 kms of Albury/Wodonga and Mildura respectively the Picnic day will be the second Monday in December.

All employees, whether apprentices or part time or full time employees will be entitled to attend the picnic without deduction of pay. Any employee working on this day will be paid at double time and a half calculated on their Ordinary time hourly rate, provided an employee who attends work on this day will be paid for not less than 4 hours work.

Picnic Day will not be transferred without the approval of an individual employee and a day in lieu will be granted where picnic day is transferred.

Service Technicians rostered on to work Picnic Day shall receive a day off in Lieu.

9. Portability of Sick Leave

The parties agree to continue participation in the portable sick leave scheme that operates in conjunction with Incolink.

10. Personal Leave

10.1 Amount of paid personal leave

10.1.1 Paid personal leave will be available to a full time employee when they are absent due to:

- (a) Personal illness or injury (sick leave); or
- (b) For the purpose of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
- (c) Bereavement on the death of an immediate family or household member (bereavement leave).

10.1.2 The amount of personal leave to which an employee is entitled is as follows:

- (a) An employee will accrue personal leave at the rate of 12 days per annum (1.661 hours per week, 86.4 hours per annum for Installation employees & 1.753 hours per week, 91.2 hours for Service employees). Employees will be credited with personal leave weekly,
- (b) An employee's unused personal leave will continue to accumulate year on year

10.1.4 If an employee is terminated by their employer and is re-engaged by the same employer within a period of 6 months then the employee's unclaimed balance of personal leave will continue from the date of re-engagement.

In such a case the employee's next year of service will commence after a total of 12 months has been served with that employer (excluding the period of interruption in service) since either:

- (a) The employee was first engaged, or
- (b) The anniversary of their original engagement, as appropriate.

10.2 Immediate family or household

10.2.1 The entitlement to use personal leave for the purpose of carer's or bereavement leave is subject to the person in respect of whom the leave is being taken being either:

- (a) A member of the employee's immediate family; or
- (b) A member of the employee's household.

10.2.2 The term immediate family includes: (as per the NES)

Immediate family for the purposes of this clause is defined in the NES and means;

- (a) A spouse (including a former spouse, a defacto spouse and former defacto spouse), defacto partner, child (including an adopted child, step child or ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee's sibling
- (b) A member of the employee's household

10.3 Sick leave

- 10.3.1 An employee is entitled to use one's personal leave entitlement as sick leave in each year of service (subject to accrual, see 10.1.2).
- 10.3.2 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.
- 10.3.3 The employee will before their normal start time, or if this is not practicable, as soon as possible, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- 10.3.4 The employee will prove to the satisfaction of the employer they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- 10.3.5 A medical certificate of a duly qualified medical practitioner that the employee was unable to attend for duty on account of personal illness or injury is required after two single days in a calendar year, and/or after two or more consecutive days of sick leave are taken in a calendar year.
The employer may agree to accept from the employee a statutory declaration in lieu of a medical certificate.

10.4 Compassionate leave

Compassionate leave is paid leave taken by an employee for the purposes of spending time with a person who:

- (a) Is a member of the employee's immediate family or a member of the employee's household; and
- (b) Has a personal illness, or injury, that poses a serious threat to their life; or
- (c) After the death of a member of the employee's immediate family or a member of the employee's immediate family or a member of the employee's household.

- 10.4.1 An employee other than a casual employee is entitled to up to 2 full days paid leave on each occasion if a member of the employee's immediate family or household:

- (a) Contracts or develops a personal illness that poses a serious threat to their life; or
- (b) Sustains a personal injury that poses a serious threat to their; or
- (c) Dies.

An additional 2 days unpaid leave will be available if requested by the employee.

Casual employees will be entitled to unpaid leave.

- 10.4.2 However, the employee is entitled to compassionate leave only if the employee gives their employer evidence the employer reasonably requires of the illness, injury or death.

- 10.4.3 An employee who is entitled to a period of compassionate leave under this clause 10.4 is entitled to take the compassionate leave as:

- A single, unbroken period of 2 days; or
- 2 separate periods of 1 day each; or
- Any separate periods to which the employee and their employer agree.

- 10.4.4 An employee who is entitled to a period of compassionate leave under clause 10.4 because a member of the employee's immediate family or a member of the employee's household has

contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

- 10.4.5 If an employee takes compassionate leave during a period, the employer must pay the employee for that period the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.

10.5 Carer's leave

- 10.5.1 An employee is entitled to use his or hers personal leave each year to care for members of their immediate family or household.
- 10.5.2 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and the illness is such as to require care by another.
- 10.5.3 Where practicable the employee will, prior to the absence, give the employer notice of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 10.5.4 An employee may take unpaid carer's leave by agreement with the employer.
- 10.6 Casual employees will be entitled to unpaid leave.

11. Parental Leave (Refer to Appendix D)

12. Jury Service Make-Up Pay

An employee required to attend for jury service will be entitled to have their pay made up by the employer to equal their ordinary pay as for eight hours (inclusive of accrued entitlements prescribed by clause 8 - Hours of work) per day plus fares and travel whilst meeting this requirement. The employee will give their employer proof of such attendance and the amount received in respect of such jury service.

Casual employees will be entitled to access unpaid leave.

13. Industry Training

- 13.1 The parties agree that continuing, improved, co-ordinated training in the Commercial Refrigeration industry is required to ensure the viability of the industry.
- 13.2 Accordingly the parties commit to provide training for employees covered by this agreement and undertake to ensure such training can be provided on an on-going basis. The training provided shall be based on the agreed national competency standards approved by the Australian National Training Authority for the refrigeration sector.
- 13.3 The parties to this agreement recognise the apprentice system of structured vocational training that operates within the refrigeration industry has been integral to the efficiency and productivity of the

industry. The parties are committed to maintaining the integrity of and improving upon the existing system of structured vocational training.

14. TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

A full-time employee is engaged for 36 hours per week (144 hours per 4 week cycle in Install) or 38 hours per week (152 hours per 4 week cycle in Service). Part-time employment would be based on a pro-rata basis.

14.1 A tradesperson or a labourer shall be engaged as a daily hire employee (full or part-time) or a casual. An apprentice shall be engaged as a weekly hire employee.

14.2 At the time of engagement the employer will inform each employee of the terms of their engagement, in particular whether they are to be daily hire or a casual employee.

14.3 EMPLOYEES ON DAILY HIRE

14.4 The following provisions will apply to daily hire employees:

14.4.1 One (1) weeks' notice of termination of employment will be given by either party or one (1) weeks' pay must be paid or forfeited;

14.4.2 Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work;

14.4.3 A tradesperson will be allowed one (1) hour prior to termination to gather, clean, sharpen, pack and transport tools; and

14.4.4 Nothing in this Clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

14.5 This Clause will not apply to employees engaged as an Apprentice.

14.6. CASUAL EMPLOYEES

The employer will not engage an employee as a casual employee merely to avoid an obligation under this Agreement

The employer may engage an employee as an irregular casual employee or as a regular casual employee.

14.7 In addition to the appropriate hourly rate paid for the type of work performed:-

14.7.1(a) an irregular casual employee will be paid an additional twenty – five percent (25%) of the applicable hourly rate; and

14.7.1(b) a regular casual employee will be paid an additional twenty – five percent (25%) of the applicable hourly rate for the first four (4) weeks of their employment and after four (4) weeks employment the regular casual employee will be paid forty per cent (40%) of the applicable hourly rate.

14.8 The casual loading prescribed in Clauses 14.7.1(a) and 14.7.1(b) will be paid:-

- 14.8.1 to an irregular casual employee in lieu of paid leave (annual leave, personal / carer's leave) and notice on termination; and
- 14.8.2 to a regular casual employee in lieu of paid personal / carer's leave and notice of termination.
- 14.8.3 The employer shall pay an irregular casual employee or a regular casual employee a minimum of three (3) hours for each engagement.
- 14.9 **Casual Conversion**
- 14.9.1 A regular casual employee who has been engaged for a period of six (6) months or more will be entitled to elect to convert to daily hire employment.
- 14.9.2 Where a regular casual employee elects to convert their employment to daily hire in accordance with Clause 14.9.1, conversion to daily hire will be offered as either full-time employment (i.e. a full time daily hire employee is engaged and paid for thirty-six (36) hours per week) or part – time (on the basis of the hours the regular casual employee regularly worked).
- 14.9.3 A regular casual employee who has the right to elect to convert their employment in accordance with Clause 14.9.1 will give four (4) weeks' notice in writing to the employer.
- 14.9.4 Where the employer receives notice of the right to elect in accordance with Clause 14.9.1, the employer must:-
 - 14.9.4(a) respond to the employee's notice within four (4) weeks of receiving the notice;
 - 14.9.4(b) notify the employee in writing stating whether the conversion has been accepted or refused; and
 - 14.9.4(c) not unreasonably so refuse conversion to daily hire.

Definitions

- 14.5 For the purposes of this clause:-

irregular casual employee means an employee that has been engaged to perform work on an irregular, intermittent, occasional or discontinuous basis.

regular casual employee means an employee that has been engaged on a regular, systematic or continuous basis, rather than irregular, intermittent, occasional or discontinuous basis.

15. Apprentices

All apprentices/trainees covered by this Agreement will continue to be paid for all time spent at trade school (including travel time allowance and fares allowance). Where the apprentice successfully completes the requirements of the trade school course, the employer will reimburse to the apprentice all costs of trade school on a yearly basis. Apprentices will not be disadvantaged by any changes to any government policy on training, trainees or apprenticeships. Where it is not possible to employ a full time apprentice, apprentice/s will only be engaged on accredited training programs.

16. Hearing Tests

Audiometric tests should be conducted within two months of a person commencing employment, and thereafter at intervals of two years.

17. Employee Representatives

17.1 The parties recognise the role the employees' on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the parties recognize the on-site representative is a point of contact for an employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.

17.2 An employee representative shall, upon notification to the company, be recognised as the accredited representative of the employees and be allowed all necessary time during working hours to submit to the company matters affecting the employees they represent.

At all other times the employee representative will perform productive work within their range of qualifications and competence. Further, the employee representative shall be allowed reasonable time during working hours to attend to job matters affecting the employees.

18 Employee Representative Training Leave

18.1 Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of employees will, upon application in writing to the employer, be granted up to five days leave with pay each calendar year non-cumulative to attend courses.

18.2 Such courses will be designed and structured with the objective of promoting good industrial relations within the refrigeration industry and be conducted by a Registered Training Organisation.

18.3 The following scale will apply:

No. employees covered by this Agreement	Maximum No. of Representatives eligible to attend per year.	Maximum No. of days permitted per year
Up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

18.4 The application for leave will be given to the employer at least 4 weeks in advance of the date of commencement of the course. The application for leave will contain the following details:

- (a) The name of the employee seeking the leave;
- (b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- (c) The title, general description and structure of the course to be attended and the location of where the course is to be conducted.

18.5 The employer will advise the employee representative within 7 clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

- 18.6 The time of taking leave will be arranged so as to minimize any adverse effect on the employer's operations. The onus will rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 18.7 An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings will be defined as the relevant Agreement classification rate including, shift work loadings and where relevant plus Site Allowance where applicable.
- 18.8 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent the course attended coincides with an employee's RDO or with any concessional leave.
- 18.9 An employee on request by their employer will provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee (not including any leave entitlements)
- 18.10 Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee will receive payment if entitled under the provisions of this agreement.
- 18.11 Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.
- 18.12 Any dispute as to any aspect of this clause will be resolved in accordance with the dispute settlement provisions of this Agreement.

19. Consultative Mechanisms

Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of a project. Consultative Committees may be set up on larger projects for this purpose. The Consultative Committee will operate for the purpose of continually assessing the efficiency of working arrangements, monitoring the outcomes of this Agreement, coordinating training activities and sharing pertinent information.

20. Disputes Resolution Procedure

- 20.1 A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Agreement or incidental to the operation of the Agreement or in relation to the NES should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the NES shall be dealt with according to the following procedure.
- 20.2 In the event of any work related grievance arising between the employer and an employee or employees, the matter shall be dealt with in the following manner:
- 20.2.1 The matter shall be first submitted by the employee/s or their employee representative or other representative to the site to the site Manager/Supervisor , supervisor or the other appropriate site representative of the employer, and if not settled, to a more senior employer representative.
- 20.2.2 Alternatively, the employer may submit an issue to the employee/s who may seek the assistance and involvement of the employee representative or other representative.
- 20.2.3 Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed.

- 20.2.4 If still not resolved, there may be discussions between the relevant employee representative, and senior employer representative.
- 20.2.5 The relevant union official commits to make themselves available to be involved at any stage of the procedure as required, or in respect of any potential dispute.
- 20.2.6 Should the matter remain unresolved and the dispute requires mediation/arbitration, the parties may agree upon the use of an external arbitrator/mediator. The parties agree any resolution of the matter will be in accordance with the National Building Code and Guidelines, and the NES.
- If a matter or matters arising under this agreement or the NES remain unresolved and all the agreed steps for resolving it have been taken, the matter(s) in dispute may be referred to the FWC within 14 days of the completion of the above steps, or a nominated member of the FWC, for private conciliation and, if that is unsuccessful, for formal determination.
- The parties agree any resolution of the matter following referral to the FWC for either conciliation or arbitration will be in accordance with the National Building Code and Guidelines, and NES.
- 20.3 Conciliation**
- 20.3.1 The person(s) who raised the dispute, or their expressly nominated representative (organisation or agent), may refer the dispute to the FWC for private conciliation. Note that the NES apply to all disputes.
- 20.3.2 Before the process commences the FWC may confer with the parties informally about matters of procedure, such as:
- The presentation of each side's position (whether oral or in writing);
 - Confidentiality requirements
 - Representation at the private conciliation;
 - Timing, location (on site?) and duration of the conciliation;
 - Whether a telephone conference is all that is needed in the first instance; and
 - Any further particulars about the FWC's role in relation to establishing procedures.
- 20.3.3 Subject to the preceding clause, it is agreed the FWC will observe confidentiality about all aspects of the dispute, and, consistent with its expected role to this point, may do such things as:
- Help the parties identify and define the matters in dispute;
 - Help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
 - Where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively;
 - Act as the facilitator of direct negotiations between the parties.
- 20.3.4 The parties further agree that during the conciliation, the FWC may, at its discretion, discuss the matter(s) in dispute privately with any of the parties to the dispute or their representatives. The FWC shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised to do so.
- 20.3.5 If the FWC is of the view that having completed the above process the matter(s) in dispute remains unresolved, it may:
- Make suggestions for resolution of the dispute;

- Express opinions as to what would constitute a reasonable resolution of the dispute, or any part thereof; or
 - If the matter in dispute is not resolved, it may within seven (7) days of notice of termination provide a written report to the parties expressing the FWC's opinion of what would constitute a reasonable resolution of the dispute, or any part thereof.
- 20.3.6 Any function performed by the FWC in this regard is advisory only, and is not binding upon the parties.
- 20.4 Formal Determination
- 20.4.1 If the matter(s) in dispute remain unresolved the FWC may make a formal determination. Note the NES apply to all disputes.
- 20.4.2 The parties agree to abide by the determination.
- 20.4.3 An employee/s may be represented for the purposes of a formal determination procedure by the FWC.
- 20.4.4 Before making its determination the FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute. In making its determination the FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in mediation.
- 20.4.5 The FWC can make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.
- 20.4.6 The FWC will provide the determination in writing to the parties as quickly as practicable after hearing the parties. A determination of the disputed matter or matters will not constitute an order by the FWC under the FW Act.

21. Operation of Occupational Health and Safety Act, Regulations and Codes of Practice

- 21.1 The parties to this Agreement shall, implement the best achievable level of health and safety through relevant codes of practice, regulations and the OH&S Act 2004 and amendments. Particular emphasis will be placed on the establishment of consultative mechanisms which will include:
- (a) The election of health and safety representatives who will represent employees in negotiations on health and safety matters, and
 - (b) An occupational health and safety committee,
 - (c) Training issues including specific hazards, health and safety systems, and site induction.
- 21.2 In the event changes to occupational health and safety practices are deemed necessary by either party the issue shall be referred to a consultative mechanism.

22. Rehabilitation of Injured Workers

The parties to this Agreement shall ensure any employee who sustains work related injury, illness or disease, will be afforded every assistance in utilising a rehabilitation programme aimed at returning that employee to meaningful employment within the industry.

23. Tools of Trade

- 23.1 The Hourly Rate for Refrigeration/air conditioning mechanics is inclusive of a Tool Allowance.
- 23.2 In consideration of such payment, each Refrigeration/air conditioning mechanic will supply and maintain in good order such trade tools as are necessary to perform the duties of the function.
- 23.3 Tradespersons are responsible to ensure all tools and equipment whether personal or company supplied are in good safe working condition. It is the employee's' responsibility to replace/repair any personal items in need, and to advise the employer if any company supplied item is not up to standard.
- 23.4 The company will be responsible for costs incurred relating to tagging of personal tools.
- 23.5 The company will insure employees' tools & equipment against loss or damage (not due to employee negligence, etc) to the value of \$12,500. Stolen tools must be immediately reported to the police, and claims for replacement/reimbursement will be subject to a police report, and an employee report providing all possible information including details of witnesses.
- 23.6 The company will supply special purpose tools, precision measuring instruments and power tools (including cordless tools) except as detailed above. All such employer supplied tools and equipment shall remain the property of the company. The employee shall be responsible to ensure the safe keeping and good maintenance of all such tools and equipment.
- 23.7 A complete list of employer supplied tools is at Appendix B.

24. Protective Clothing

Employers shall ensure their employees are in possession of protective clothing in accordance with this clause.

- 24.1 Overalls or trousers of the following types and quantities:
 - (a) Approved (AS) safety footwear appropriate to the classification of work being carried out
 - (b) 5 pairs of trousers or 5 pairs of shorts or a combination of both (5 pairs in total)
 - (c) Note: 5 pairs of overalls (in lieu of trousers/shorts)
 - (d) 5 shirts
 - (e) 1 jacket or 1 vest
- 24.2 Where an employee has not sought replacement of their issue of protective clothing as provided in 24.1 above on a fair wear and tear basis within 12 months from the date of issue, then that employee shall be entitled to a re-issue of the apparel at the completion of that 12 months.
- 24.3 One bluey type jacket, or other approved equivalent apparel following consultation between the employer and a majority of employees, shall be issued on the first occasion to a new employee between 1 May and 31 August. The replacement of such jacket shall be on a fair wear and tear basis only.
- 24.4 Where employees have received any of the above items from the previous employer by way of a Site Agreement, Industry Agreement or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis is required.
- 24.5 No agreements for cash in lieu of protective clothing shall be permitted.

- 24.6 Where the employee's protective clothing is stolen, the employer may require proof of the theft before issuing replacement clothing. The proof of the theft may be in the form of a Statutory Declaration from the employee.
- 24.7 Where an employee claims to have not been issued with protective clothing by a previous employer, the new employer may require all necessary details from the employee to validate the claim. These details may be supplied in the form a Statutory Declaration by the employee at the employer's request.
- 24.8 Irrespective of the employer, the protective clothing and footwear as outlined in 24.1, will be replaced on a fair wear and tear basis upon receipt of issued clothing.
- 24.9 The employer shall keep a record of the type of protective clothing issued, including the date of issue. The employee shall sign for such issues, and these details shall be available upon request by employees.
- 24.10 In the event of protective clothing/equipment being supplied and not worn whilst working (without reasonable cause), the employee and the employee representative shall discuss the matter with a view to ensure the wearing of such.
- 24.11 Further failure to do so shall prohibit the employee from any further entitlement.
- 24.12 While not being part of any issue of protective clothing/equipment, employers shall be required to provide the following protective equipment (SAA approved) for use, when necessary, by employees during the performance of their required duties:
- (a) Safety helmets;
 - (b) Ear/hearing protection;
 - (c) Gloves;
 - (d) Skin protective cream/sunscreen (15+ rating)
 - (e) Full face respirators and filters as required.
- 24.13 In addition, one pair of UV-rated safety glasses or UV rated 'clip-ons' suitable to overlay prescription spectacles, shall be made available for employees who are required to work on reflective surfaces such as:
- (a) Metal decking;
 - (b) Large concrete slabs exposed to sunlight;
 - (c) Roofing;
 - (d) Curtain walling

25. Wage Rates and Payment of Wages

- 25.1 Wage rates and allowances will be in accordance with Appendix A
- 25.2 Employees may be paid by EFT provided, in all other respects, the provisions of the Award relating to payment of wages shall continue to apply. Pay slip information shall be provided within one day of payment.
- 25.3 Payments will be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.

26. Presenting for Work but not Required

An employee, if engaged and presenting for work to commence employment and not being required will be entitled to at least 8 hours' work or payment therefore at ordinary rates, plus the appropriate

allowances for fares and travelling time. This clause will not apply if the services of an employee are not required by reason of inclement weather.

27. Termination of Employment – This Clause has been incorporated into Clause 14.

28. Fares and Travelling Time

When required by the employer, employees will start and/or cease work on the job site at the usual commencing and finishing times within which ordinary hours may be worked and will be paid at the following allowances:

28.1 Travel in own time to and/or from worksite.

An employee who is required to provide their own transport and to travel in their own time to or from the work site within the defined radius from the respective centre (as defined) will receive an allowance of (As specified in Appendix A) minutes per day travelling time calculated at ordinary time rates in addition to the amount of fares as defined for each day on which the employee presents themselves for work on the job.

Provided however, that where the employer provides or offers to provide transport from an agreed picking-up place to their place of work the said fares component will not be payable. If either party does not agree with the proposed pick-up point the Disputes Resolution Procedure shall be followed.

28.2 Commencing/finishing at workshop

In the case of an employee who is normally required to report for and finish work at their employer's workshop and is transported to and from any job by their employer, the travel allowance only will be paid.

28.3 Employee provided with vehicle

28.3.1 Where an employee is provided with a vehicle for their use as transport to and from their home to the centre as defined to commence and cease work at the usual commencing and finishing times within which ordinary hours may be worked the employee will receive an allowance of 45 minutes per day travelling time calculated at ordinary time rates.

28.3.2 Where an employee is provided with a vehicle for their use in travelling to and from their home to the job site within the radii as defined (GPO or company workshop) to commence and finish work at the usual commencing and finishing time within which ordinary hours may be worked the employee will receive an allowance of (As specified in Appendix A) minutes per day travelling time calculated at ordinary time rates (there is no entitlement to the fares component).

28.4 Transport during working hours

28.4.1 Where an employee is required by an employer to travel to any other job site during the course of their daily engagement the employee will be paid all fares necessarily incurred except where transport is provided by the employer to and from such site, and all time spent in such travel will be regarded as time worked.

28.4.2 Where an employer requests an employee to use their own car to effect such a transfer and such employee agrees to do so the employee will be paid an allowance of (As specified in Appendix A) cents per kilometre.

28.5 Travel beyond defined radius (GPO or Workshop as agreed)

28.5.1 When working on jobs beyond the defined radius from the centre for employment (as defined) the fares as defined and (As specified in Appendix A) 45 minutes travelling time plus an allowance for travelling time calculated at the ordinary time rate of pay for the time required to travel to the job site and back from and to the defined radius and calculated at a speed not exceeding the legal speed limit and with a minimum payment of 15 minutes for each such journey.

Where an employee provides their own transport an additional allowance of (As specified in Appendix A) cents per kilometre will be payable for the distance involved in travelling beyond the defined radius and return thereto and which will compensate for any fares incurred by public transport.

28.6 Distant work

When an employee is required to travel from their normal place of employment or their normal place of residence to a distant job (as defined) the employee will be reimbursed for all travelling expenses incurred.

The mode of travel will be as directed by the employer provided the comfort of the employee will be of a standard not less than economy class travel.

All time spent in travelling from the normal place of employment or the employee's normal place of residence to the distant job will be paid at the ordinary time rate of pay up to a maximum of eight hours in any one day.

Where the employee is not accommodated on the actual site of the distant job their place of accommodation will become the centre as defined by 28.7 and fares and travelling time will be paid as prescribed by 28.1 and 28.5 of this clause.

28.6(a) Tasmanian Travel by Boat

Where an employee is required to travel by boat to Tasmania and the maximum amount of travel time exceeds eight hours the employee will receive payment for the actual time spent in travel.

Where a cabin is booked the employee is entitled to \$50.00 out of pocket expenses and two meals in lieu of the living away from home allowance.

Travel time is calculated from the day of travel.

28.7 Definitions

28.7.1 Radii and fares

28.7.2 The radius will be 50 kilometres:

28.7.3 Centre for employment

28.7.3(a) The employer's normal base establishment or workshop.

28.7.3(b) The G.P.O., or Principal Post Office of the cities of Ballarat, Bendigo, Geelong, or Melbourne for all employers whose base establishment or workshop is within the defined radius from the said Post Office, or

28.7.3(c) The local Post Office closest to the employer's establishment or workshop beyond the defined radius of the Post Offices listed in 28.7.3(b), or

28.7.3(d) In the case of employees sent to a distant job (as defined) the place at which such employees are domiciled with the approval of their employer, for that distant job.

28.7.3(e) An employer having selected 28.7.3(a), 28.7.3(b) or 28.7.3(c) as the centre will not change that centre without one month's prior notice to each employee.

28.8 Entitlement

The allowance prescribed in this clause will not be taken into account in calculating overtime, penalty rates, annual or personal leave. Upon any day when the employee in accordance with the employer's requirements reports for work or allocation of work and on the rostered day as prescribed in the relevant clause, an employee will receive the fares and/or travelling time payment (if any) that the employee would normally be paid if the employee worked for the day.

29. Hepatitis A and B Shots

Employees will be offered Hepatitis A shots and/or Hepatitis B shots in areas where Hepatitis A and/or Hepatitis B may be contracted. The employer will pay the cost of such shots.

30. Inclement Weather

30.1 The parties to this agreement will collectively work towards the minimisation of lost time due to inclement weather. Further to this, the parties undertake to adopt the following principles with regard to inclement weather and the idle time that inclement weather creates:

30.1.1 All parties adopt a reasonable approach as to what constitutes inclement weather;

30.1.2 Employees shall accept transfer to an area not affected by inclement weather if, in the opinion of the Employer's, useful work is available in that area and that work is within the scope of the employee's skill, competence and training consistent with the classification structure and the Employers provide, where necessary transport;

30.1.3 Where the initiatives described in 30.1.2 above are not possible or non-productive, the use of non-productive time will be used for activities such as meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the project.

30.1.4 Provided where the employer agrees the time lost due to inclement weather is insufficient to warrant the application of the initiatives described in paragraph 30.1.1 above, then employees may be granted time off with pay.

30.2 "Inclement Weather" shall 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.

30.3 For construction and install employees only 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 workface.

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.

31 Site Allowance

31.1 Shopping centres/Construction

The general terms and provisions of this Agreement shall apply to Shopping Centres (as defined) with the following variations:

Site allowance (To be indexed as per construction industry guidelines 1 October annually)

All new construction and extension work will attract the then current City of Melbourne Site Allowance; inclusive of City of Melbourne and Inner Suburbs New Projects and Shopping Centres,

- For New works Melbourne and Suburbs (Currently \$4.05 per hour)
- For renovation and refurbishment works an allowance of currently \$3.50 per hour will be paid.

Shopping Centres definition: projects and/or existing supermarkets that are to be used, or are used, wholly or predominantly for the sale of groceries, dairy products, household and other goods by retail.

- Higher Allowance: If a site attracts a higher allowance than the shopping centre allowance, then the higher site allowance rate will apply.

32 Mandatory Terms (Victoria)

32.1 For the purpose of this clause:

Mandatory terms in EA's are set out in Division 5 of the FWA. Agreements must include a flexibility term that is a mechanism for allowing variations in the agreement to meet the needs of individual employees while still preserving basic entitlements and protections.

They must include the obligation for the employer to consult with covered employees about major workplace changes that are likely to have a significant effect on the employees, and allow for the representation of those employees for the purposes of that consultation.

The agreed-on base rate of pay cannot fall below that set by the relevant modern award.

32.2 If, at any time during the life of this Agreement, the basic periodic rate of pay set out in Appendix A is less than:

32.2.1 If a basic periodic rate of pay would have been applicable to the employee under the Australian Fair Pay and Conditions Standard if the employee had not been subject to an award or the agreement – the basic periodic rate of pay that would so have been applicable; or

32.2.2 If:

- (a) Paragraph 32.2.1 does not apply to the employee; and
- (b) The employee is a junior employee, an employee with a disability or an employee to whom a training arrangement applies;

the rate of pay specified in, or worked out in accordance with the FWA; or

32.2.3 If neither paragraph 32.2.1 nor 32.2.2 applies to the employee – the standard FMW

then the higher rate of pay will apply while the conditions of this clause are satisfied. If the conditions of this clause are no longer satisfied the applicable rate of pay will be that set out in Appendix A.

32.3 If, at any time during the life of this Agreement, the casual loading is less than the casual loading percentage within the meaning of Part 7 Division 2 of the FWA), the higher casual loading will apply. If the conditions of this clause are no longer satisfied the applicable rate of pay will be that set out in this Agreement.

33. Consultation

33.1 This term applies if:

- (a) The employer has made a definite decision to introduce a change to production, program, organisation, structure, or technology in relation to its employees; and
- (b) The change could have an effect on employees of the employer.

33.2 The employer must notify the relevant employees of the decision to introduce the major change.

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

33.4 As soon as possible 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.

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

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

33.7 If a term in the EA provides for a major change to production, program, organisation, structure or technology in relation to the business of the enterprise, the requirements set out in subclauses 33.2, 33.3 and 33.4 are taken not to apply.

33.8 In this term, a change is *likely to have a significant effect on employees* if it results in:

- (a) The termination of the employment of employees; or
- (b) 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;

33.9 In this term, *a relevant employee means* the employees who may be affected by the change.

Change to regular roster or ordinary hours of work

- 33.10 For a change referred to in paragraph 33.1(b)
- (a) The employer must notify the relevant employees of the proposed change; and
 - (b) Subclauses 33.11 to 33.15 apply
- 33.11 The relevant employee may appoint a representative for the purposes of the procedures in this term if:
- 33.12
- (a) A relevant employees 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
- 33.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) Discuss with the relevant employees the introduction of the change; and
 - (b) For the purposes of the discussion, provide to the relevant employees:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) Information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) 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)
- 33.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees
- 33.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees
- 33.16 In this term:
Relevant employees means the employees who may be affected by the change.

34. Workplace Flexibility

An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- 34.1 (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 generously agreed to by the employer and employee

34.2 The employer must that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under section 172 of the FWA ; and
- (b) Are not lawful terms under section 194 of the FWA ; and
- (c) Result in the employee being better off overall than the employee would be if no arrangement was made.

34.3 The employer must ensure the individual flexibility arrangement:

- (a) Is in writing;
- (b) Includes the name of the employer and employee;
- (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;
- (d) Includes details of:
 - (i) The terms of the Agreement that will be varied by the arrangement;
 - (ii) How the arrangement will vary the effect of the terms;
 - (iii) How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) States the day on which the arrangement commences

34.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

34.5 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.

35. Community Service Leave

Community Service Leave will be available to an employee when they are absent due to:

- a) A voluntary emergency management activity
- b) Where the employee engages in an activity that involves dealing with an emergency or natural disaster (including but not limited to coping with emergencies and/or disasters, fire-fighting, civil defence or a rescue body, or any other body which involves securing the safety of persons or animals in an emergency or natural disaster or protecting property in an emergency or natural disaster or otherwise responding to an emergency or natural disaster).
- c) An activity prescribed in the *Fair Work Regulations 2009*.
- d) Casual employees will be entitled to unpaid leave.

The employee will give the employer proof of such attendance requiring community service leave and where possible will provide appropriate notice of the requirement to take community service leave.

SIGNATORIES

Signed for and on behalf of the CEPU Plumbing Division (Victorian Branch), by the person duly authorised by the Union	
Signature	
Name	Earl Setches
Position	Victorian Branch State Secretary
Date	
Address	52 Victoria Street Carlton South Vic 3035
Signed for and on behalf of ##### Pty Ltd	
Signature	
Name	
Position	
Date	
Address	

APPENDIX A Wages and Allowances

In recognition of the changes and flexibilities agreed to by the parties the following shall be available to all employees covered by this agreement:

A.1 Employees will receive a percentage increase to align their pay rate with the minimum base rates scheduled in the table below. Employees who are above this pay rate will remain on their current pay rate until they align to table in appendix A.

This increase will apply from the beginning of the first full pay period commencing on or after 1 October 2019.

A.3.1 Wages - Commercial Refrigeration Sector

These rates are effective from the first pay period commencing on or after 1 October 2019 and are calculated using the 36 and 38 hour week divisor.

		From 01/10/2018	From 01/10/2019	From 01/10/20	From 01/10/21	From 01/10/2022
Refrigeration Mechanic after 12 months service	Hourly Rate - 38	\$44.55	\$45.89	\$47.26	\$48.68	\$50.14
	Hourly Rate - 36	\$47.03	\$48.44	\$49.89	\$51.39	\$52.93
	Weekly Rate - 36	\$1,693.08	\$1,743.84	\$1,796.04	\$1,850.04	\$1,905.48
	Fares	\$19.30	\$19.88	\$20.48	\$21.09	\$21.72
	Travel	.75x hourly rate	.75 x hourly rate	.75 x hourly rate	1 x hourly rate	1 x hourly rate
	CRIP P/Hr.	\$1.95	\$2.45	\$2.52	\$2.60	\$2.68
Refrigeration Mechanic 1st 12 months post completion of apprenticeship	Hourly Rate - 38	\$42.33	\$43.60	\$44.91	\$46.26	\$47.64
	Hourly Rate - 36	\$44.69	\$46.03	\$47.41	\$48.83	\$50.30
	Weekly Rate - 36	\$1,608.84	\$1,657.08	\$1,706.76	\$1,757.88	\$1,810.80
	Fares	\$19.30	\$19.88	\$20.48	\$21.09	\$21.72
	Travel	0.75 x hourly rate	0.75 x hourly rate	0.75 x hourly rate	1 x hourly rate	1x hourly rate
	CRIP P/Hr.	\$1.95	\$2.45	\$2.52	\$2.60	\$2.68

Assist / Labour (90.2% of Ref Mech)	Hourly Rate - 38	\$38.18	\$39.33	\$40.51	\$41.72	\$42.97
	Hourly Rate - 36	\$40.30	\$41.51	\$42.75	\$44.04	\$45.36
	Weekly Rate	\$1,450.80	\$1,494.36	\$1,539.00	\$1,585.44	\$1,632.96
	Fares	\$19.30	\$19.88	\$20.48	\$21.09	\$21.72
	Travel	0.75 x hourly rate	0.75 x hourly rate	0.75 x hourly rate	1 x hourly rate	1x hourly rate

A3.2 Wages Apprentices						
		From 01/10/18	From 01/10/19	From 01/10/20	From 01/10/21	From 01/10/2022
4 th Year - 90%	Hourly Rate - 38	\$38.10	\$39.24	\$40.42	\$41.63	\$42.88
	Hourly Rate - 36	\$40.22	\$41.43	\$42.67	\$43.95	\$45.27
	Weekly Rate - 36	\$1,447.92	\$1,491.48	\$1,536.12	\$1,582.20	\$1,629.72
	Fares	\$19.30	\$19.88	\$20.48	\$21.09	\$21.72
	Travel	0.75 x hourly rate	0.75 x hourly rate	0.75 x hourly rate	1 x hourly rate	1x hourly rate
	CRIP P/Hr.	\$0.90	\$1.00	\$1.03	\$1.06	\$1.09
3 rd Year - 70%	Hourly Rate - 38	\$29.62	\$30.52	\$31.44	\$32.38	\$33.35
	Hourly Rate - 36	\$31.28	\$32.22	\$33.19	\$34.18	\$35.21
	Weekly Rate	\$1,126.08	\$1,159.92	\$1,194.84	\$1,230.48	\$1,267.56
	Fares	\$19.30	\$19.88	\$20.48	\$21.09	\$21.72
	Travel	0.75 x hourly rate	0.75 x hourly rate	0.75 x hourly rate	1 x hourly rate	1x hourly rate
	CRIP P/Hr.	\$0.90	\$1.00	\$1.03	\$1.06	\$1.09

2 nd Year - 55%	Hourly Rate - 38	\$23.30	\$23.98	\$24.70	\$25.44	\$26.20
	Hourly Rate - 36	\$24.57	\$25.32	\$26.08	\$26.86	\$27.66
	Weekly Rate - 36	\$884.52	\$911.52	\$938.88	\$966.96	\$995.76
	Fares	\$19.30	\$19.88	\$20.48	21.09\$	\$21.72
	Travel	0.75 x hourly rate	0.75 x hourly rate	0.75 x hourly rate	1 x hourly rate	1x hourly rate
	CRIP P/Hr.	\$0.90	\$1.00	\$1.03	\$1.06	\$1.09
1 st Year - 37.5%	Hourly Rate - 38	\$15.87	\$16.35	\$16.84	\$17.35	\$17.87
	Hourly Rate - 36	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86
	Weekly Rate - 36	\$603.36	\$621.36	\$640.08	\$659.16	\$678.96
	Fares	\$19.30	\$19.88	\$20.48	\$21.09	\$21.72
	Travel	0.75 x hourly rate	0.75 x hourly rate	0.75 x hourly rate	1 x hourly rate	1x hourly rate
	CRIP P/Hr.	\$0.90	\$1.00	\$1.03	\$1.06	\$1.09

Unqualified Refrigeration Mechanics will be paid no less than 97% of the rate of a Refrigeration Mechanic after 36 months service in the industry.

Any employee who is currently earning more than the hourly rate prescribed in "Appendix A" cannot be disadvantaged by the rates prescribed above

The rates as set out in Appendix A shall be the minimum rates applicable under this Agreement.

Travel Rate: Minimum travel per day as per Appendix A.3.1 ordinary time for the life of the agreement.

Apprentices: Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this agreement.

Adult Apprentice Rate: Adult Apprentices those being 21 years of age or older at the time of signing indentures will be paid 2nd year rates of pay as described in Appendix A for both the 1ST and 2ND year of their Apprenticeships.

Adult Apprentices will also receive full Fares Allowance as prescribed in Appendix A.

A3.3 Allowances:

Leading hands/Job Runner/Commissioner: Allowance based on standard 36hr week. For supervision of direct employees or company top-up labour only.

Criteria for Leading Hand

- Site paperwork to be completed as per company procedures.
- To the best of their ability meet all customer requirements with minimum defects.
- Weekly material forecasts
- Assist the employer with scheduling labour.
- Where possible meet all specifications and quality compliance.
- All of the above will be achieved in conjunction with management and the supervisor on the job.

Allowance	From 1/10/18	From 1/10/19	From 1/10/20	From 1/10/21	From 1/10/22
1 and not more than 5 persons	\$150.00 per week	\$200.00	\$200.00	\$200.00	\$200.00
6 persons and over	\$165.00 per week	\$210.00	\$210.00	\$210.00	\$210.00
Meal allowance applicable 2 hours unplanned OT	\$23.39	\$24.09	\$24.81	\$25.56	\$26.33
Providing own transport Beyond radius	\$0.70	\$0.72	\$0.74	\$0.76	\$0.78
Using own transport at Employee's Request	\$1.20	\$1.24	\$1.28	\$1.32	\$1.36
Call Out Allowance 1st on call	\$210.00	\$215.00	\$215.00	\$215.00	\$215.00

Entitlements to Fares and Travel: All travelling time calculated from the GPO to a 50 km radius.

	T/Time	Fares
Start or Finish on the job using own vehicle	YES	YES
Start or Finish on the job using public transport	YES	YES
Start or Finish on the job provided with transport	YES	NO
Start or Finish at the workshop	YES	YES
RDO's	NO	YES
Annual Leave	NO	NO
Public Holiday's	NO	NO
Sick Leave	NO	NO
Apprentices attending Trade School	YES	YES

A.4 Commercial Refrigeration Industry Payment (C.R.I.P.):

A.4.1 C.R.I.P. payment of \$2.45 (increasing as per wages table) per hours worked to be paid in lieu of the following allowances (A.3.1).

A.4.2 CRIP is not payable on call outs.

A.4.3 The CRIP will increase yearly as per Appendix A

- First Aid,
- Arctick registration,
- "D" Licence,
- Insulation allowance,
- Hot work/ Cold work,
- Welding,
- Toxic substances / Acid and chemical works.
- Confined spaces.

A.5 Living Away From Home Allowance:

A.5.1 Any employee living away from home shall be paid an allowance per day or part thereof according to the table in A.5.4.

A.5.2 At the employees request single motel style accommodation with ensuite and all meals provided in lieu of the rates (as outlined below) excluding per day out of pocket expenses.

A.5.3 Meal allowances do not apply where an employee is in receipt of a LAFHA as per A.5.2, unless the employee works unplanned overtime (as per clause 8.10.3).

A.5.4

Date	Accommodation provided / per day – A.5.2/ out of pocket expenses	Accommodation not provided / per day – A.5.1
From 1/10/18	\$50.00	\$185.00
From 1/10/19	\$51.50	\$190.55
From 1/10/20	\$53.05	\$196.27
From 1/10/21	\$54.64	\$202.15
From 1/10/22	\$56.28	\$208.22

A.6 Toll costs:

Where the employer provides the employee with an employer vehicle for work purposes the employer will be responsible for toll costs.

The employer will reimburse the employee for the cost of road tolls where the employee personally incurs such an expense while using an employer vehicle or using their own vehicle at the employer's request.

When the employer requests an itemized account the employer will reimburse the employee for the costs of obtaining that account.

Where the company provide an e-tag, the employee will reimburse the company for all private e-tag costs.

A.7 Call-Outs:

- A.7.1 Employees making themselves available for call-outs shall be placed on a "Priority List" which shall rotate weekly.
An employee when on "First Call" shall be paid an Availability Allowance of \$215.00 for the week.
- A.7.2 An employee called out to work after ordinary hours or on weekends or Public Holidays shall be paid 4 hours at double time for each such call-out.
- A.7.2 Employees required to be on stand-by to perform on-call work on Public Holidays or Picnic Day shall receive an ordinary days pay for the day.
Should the employee be called-out, then a call-out payment as above shall apply in addition to the ordinary days' pay, and the employee will be granted an alternative day off on ordinary time pay rates at a date to be mutually agreed by the employee and employer.

A.8 10 Hour Rest Period:

- A.8.1 On a day when an employee is required to commence their ordinary hours of work and has not had at least ten consecutive hours rest period from the previous work finishing time, or after a call out, shall be entitled to a 10 hour rest period without loss of ordinary time earnings for ordinary working time occurring during the 10 hour rest period.
- A.8.2 The 10 hour rest period shall be applied from the completion of a job which includes travelling from the job to home.
- A.8.3 An employee who is absent from normal work hours as a result of a 10 hour rest period, will be paid at their normal rate of pay from the start of normal work hours until the 10 hour rest period has expired or the normal 8 hour work day is completed.
- A.8.4 If at the request of the Employer, an employee resumes or continues to work without having a 10 consecutive hours rest period, the employee will be paid at their normal rate of pay plus 100% for the duration of the working time until a 10 hour rest period can be taken.
The employee will then be entitled to a 10 hour rest period and be paid at their normal rate of pay from the start of normal work hours until the 10 hour rest period has expired or the normal 8 hour work day is completed.

APPENDIX B - BUILDING INDUSTRY WORKING DAY CALENDARS

- B.1 The Calendars for 2020, 2021 and 2022 are attached. These are Drafts and are subject to change.
- B.2.1 While the schedule for RDO's prescribed will be observed, the employer and the employee/s acknowledge there may be occasions where a more flexible arrangement for taking of RDO's may be appropriate.
- B.2.2 Such an occasion would be expected to improve productivity and enhance the employment prospects of the employee.
- B.3.1 The employer and a genuine and informed majority of affected employees may agree to work on a Rostered Day Off. The employees will not unreasonably withhold their agreement.
- B.3.2 Where agreement is reached between the employer and a genuine and informed majority of affected employees to work on a Rostered Day Off, the employee will receive their ordinary rate of pay and a substitute Rostered Day Off to be taken at a time agree to by the employer and the employee.
- B.3.3 Where agreement is not reached between the employer and a genuine and informed majority of affected employees to work on a Rostered Day Off and the employer directs the employees to work on a Rostered Day Off, the employee will be paid the applicable overtime rate and provided with a substitute Rostered Day Off, to be taken at a time agreed to by the employer and the employee.
- B.4 **Christmas Closure**
- (a) In the construction section Christmas shutdown shall be observed as per the industry Calendar, unless mutually agreed between the employer and individual employee.
- (b) It is a breach of this Agreement for an employee to be paid their full accrual, or part thereof, of annual leave at Christmas or any other time, unless that employee takes such annual leave or their employment is terminated.
- (c) Employment is not to be terminated for reasons of avoidance of this subclause.



2020 CALENDAR

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JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1	1 2 3 4 5 6 7	1 2 3 4
5 6 7 8 9 10 11	2 3 4 5 6 7 8	8 9 10 11 12 13 14	5 6 7 8 9 10 11
12 13 14 15 16 17 18	9 10 11 12 13 14 15	15 16 17 18 19 20 21	12 13 14 15 16 17 18
19 20 21 22 23 24 25	16 17 18 19 20 21 22	22 23 24 25 26 27 28	19 20 21 22 23 24 25
26 27 28 29 30 31	23 24 25 26 27 28 29	29 30 31	26 27 28 29 30
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
31 1 2	1 2 3 4 5 6	1 2 3 4	30 31 1
3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8
10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15
17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22
24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31	23 24 25 26 27 28 29
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	1 2 3	1 2 3 4 5 6 7	1 2 3 4 5
6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12
13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19
20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26
27 28 29 30	25 26 27 28 29 30 31	29 30	27 28 29 30 31

Public Holiday	Annual Leave	RDO	Lock Down Weekends	School Holidays	Picnic Day	World Plumbing Day	Return to work on 12th Jan 2021
VICTORIAN SCHOOL TERM DATES TERM 1: 29 January 2020 - 27 March 2020 TERM 2: 14 April 2020 - 26 June 2020 TERM 3: 13 July 2020 - 18 September 2020 TERM 4: 5 October 2020 - 18 December 2020							
PUBLIC HOLIDAY DATES New Year's Day: Wednesday 1 January Australia Day: Monday 27 January Labour Day: Monday 9 March Good Friday: Friday 10 April							
* Please note: Monday 27 January Public Holiday in lieu of Australia Day on Sunday 26 January Easter Saturday: Saturday 11 April Easter Sunday: Sunday 12 April Easter Monday: Monday 13 April Anzac Day: Saturday 25 April							
Queens Birthday: Monday 8 June Melbourne Cup Day: Tuesday 3 November Christmas Day: Friday 25 December Boxing Day: Saturday 26 December							

PPTEU
52 Victoria Street, CARLTON SOUTH VIC 3053
TEL: 03 9662 3388 FAX: 03 9663 2613

President
Glenn Menzies
State Secretary
Earl Setches
Assistant Secretaries
Paddy McCrudden
Andy Wallace

GENERAL MEETING DATES
Melbourne
5.00pm at 52 Victoria Street, Carlton South
31st March, 30th June
29th September, 24th November
Geelong
PICAC Building:
66 Tanner St Breakwater
(Please note the change of location)
1st April, 1st July
30th September, 25th November

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PICAC and CEPTEC
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- CI Induction (Red card)
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- Poly But Welding
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- Backflow Prevention
- Earthmoving
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- Asbestos Awareness
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- Boom Lift
- Forklift
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- Safe Work Roofs
- Welding (MIG & TIG)
- Installation of Split Air Con (Mechanical Plumbers Only)
- Gas Type A
- Gas Type B
- Disconnect/Reconnect
- Thermostatic Mixing Valves
- Cert IV WHS
- Diploma WHS
- HSR Refresher OHS Training Course

For further information contact your training office on 9356 8910

C-BUS (SUPERANNUATION)
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MELBOURNE VIC 3000
TEL: 1300 361 784

INCOLINK (REDUNDANCY)
1 Pelham Street, CARLTON VIC 3053
TEL: 9639 3000

CO-INVEST (Long Service Leave)
478 Albert Street, EAST MELBOURNE VIC 3002
TEL: 9664 7677

WORKSAFE
TEL: 9641 1555

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2021 CALENDAR

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JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
31 1 2	1 2 3 4 5 6	1 2 3 4 5 6	1 2 3
3 4 5 6 7 8 9	7 8 9 10 11 12 13	7 8 9 10 11 12 13	4 5 6 7 8 9 10
10 11 12 13 14 15 16	14 15 16 17 18 19 20	14 15 16 17 18 19 20	11 12 13 14 15 16 17
17 18 19 20 21 22 23	21 22 23 24 25 26 27	21 22 23 24 25 26 27	18 19 20 21 22 23 24
24 25 26 27 28 29 30	28	28 29 30 31	25 26 27 28 29 30
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
30 31 1	1 2 3 4 5	1 2 3	1 2 3 4 5 6 7
2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14
9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21
16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 26 27 28
23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31	29 30 31
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	31 1 2	1 2 3 4 5 6	1 2 3 4
5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
26 27 28 29 30	24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31

Public Holiday Annual Leave RDO Lock Down Weekends School Holidays Picnic Day World Plumbing Day Return to work on 13th Jan 2020

VICTORIAN SCHOOL TERM DATES	PUBLIC HOLIDAY DATES	* Please note: Monday 27 January Public Holiday in lieu of Australia Day on Sunday 26 January
TERM 1: 28 January 2021 - 1 April 2021	New Year's Day: Friday 1 January	Easter Saturday: Saturday 3 April
TERM 2: 19 April 2021 - 25 June 2021	Australia Day: Tuesday 26 January	Easter Sunday: Sunday 4 April
TERM 3: 12 July 2021 - 17 September 2021	Labour Day: Monday 8 March	Easter Monday: Monday 5 April
TERM 4: 4 October 2021 - 17 December 2021	Good Friday: Friday 2 April	Anzac Day: Sunday 25 April
		Queens Birthday: Monday 14 June
		Melbourne Cup Day: Tuesday 2 November
		Christmas Day: Saturday 25 December
		Boxing Day: Sunday 26 December

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President
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State Secretary
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Assistant Secretary
Paddy McCrudden

GENERAL MEETING DATES

Melbourne
5.00pm at 52 Victoria Street, Carlton South
26th March, 25th June
24th September, 26th November

Geelong
PICAC Building
66 Tanner St Breakwater
(Please note the change of location)
27th March, 26th June
25th September, 27th November

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2022 CALENDAR

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JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
30 31 1	1 2 3 4 5	1 2 3 4 5	1 2
2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12	3 4 5 6 7 8 9
9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16 17 18 19	10 11 12 13 14 15 16
16 17 18 19 20 21 22	20 21 22 23 24 25 26	20 21 22 23 24 25 26	17 18 19 20 21 22 23
23 24 25 26 27 28 29	27 28	27 28 29 30 31	24 25 26 27 28 29 30
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4	31 1 2	1 2 3 4 5 6
8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
29 30 31	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30 31
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	30 31 1	1 2 3 4 5	1 2 3
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31

Public Holiday Annual Leave RDO Lock Down Weekends School Holidays Picnic Day World Plumbing Day Return to work on 11th Jan 2022

VICTORIAN SCHOOL TERM DATES
 TERM 1: 31 January 2022 - 8 April 2022
 TERM 2: 26 April 2022 - 24 June 2022
 TERM 3: 11 July 2022 - 16 September 2022
 TERM 4: 3 October 2022 - 20 December 2022

PUBLIC HOLIDAY DATES
 New Year's Day: Monday 3 January
 Australia Day: Wednesday 26 January
 Labour Day: Monday 14 March
 Good Friday: Friday 15 April

Easter Saturday: Saturday 16 April
 Easter Sunday: Sunday 17 April
 Easter Monday: Monday 18 April
 Anzac Day: Monday 25 April

Queens Birthday: Monday 13 June
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 Christmas Day: Sunday 25 December
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APPENDIX C – TOOL LIST

Tool List - Refrigeration INSTALLATION Technician & 4th Year Apprentice Company Supplied Tools (Dependant on work requirements)

Install:			
S	RCD Protected Power Board		S Ladder
S	Extension Lead		S Fire Extinguisher
S	Flood Light		S Oil Stirrup Pump
S	Electric Drill/ Hammer Drill		S Oxy set and trolley
S	Battery Drill & Charger		A Welding mask
A	4 inch angle grinder		S Flashback Arrestors (handpiece and regulator mounted)
A	Electric Arc/ Mig Welder		S Nitrogen Regulator
A	Reclaim Unit		S Nitrogen Flow Meter
A	Vacuum Pump		A Co2 Charging Regulator
S	Lead Stands/ Lead Hooks		A Co2 Electronic Leak Detector
S	Megger		S Co2 Personal Leak Detection Device
S	Wet/ Dry Vacuum		A Expander Set
S	PPE		A Hole Saw Set
NOTE:			
The above tools are not proposed to be issues to each individual, rather provided within the workplace on an as required basis			
Employee Supplied Tools			
	Gauge set and hoses		Vice Grips
	Electrical Multi-meter		Lockable tool box
	Tong tester		Pinch bar
	Set of screwdrivers		Cold Chisel
	Set of adjustable spanners 8, 10 and 12 inch		Set of Easy Outs
	Pliers		Set of Files
	Pop Rivet Gun		Wood Saw
	Silicone/ Mastic Gun		Socket Set
	Wire Cutters		Tin Snips
	Spanner Set		Digital Thermometer
	Tube Cutters - various sizes		Ratchet Key
	Flare Kit		Allen Keys (metric and imperial)
	Stilson Wrench		Hacksaw
	Hammer		Vacuum Gauge
	Freon Refrig Electronic Leak Detector		
Note:			
S - Supplied by the Company to Team member			
A - Available for use on as required basis, held by company			

Service:			
S	RCD Protected Power Board		S Ladder
S	Extension Lead		S Fire Extinguisher
S	Flood Light		S Oil Stirrup Pump
S	Electric Drill/ Hammer Drill		S Oxy set and trolley
S	Hammer drill dust extraction skin		A Welding mask
S	Battery Drill & Charger		S Flashback Arrestors (handpiece and regulator mounted)
A	4 inch angle grinder		S Nitrogen Regulator
A	Electric Arc/ Mig Welder		S Nitrogen Flow Meter
A	Reclaim Unit		A Co2 Charging Regulator
A	Vacuum Pump		A Co2 Electronic Leak Detector
S	Lead Stands/ Lead Hooks		A Co2 Personal Leak Detection Device
A	Megger		S Expander Set
A	Wet/ Dry Vacuum		S Hole Saw Set
S	PPE		S Tube benders 1/4 - 5/8
A	Drop Saw		A Case moving equipment
NOTE:			
The above tools are not proposed to be issued to each individual, rather provided within the workplace on an as required basis			
Employee Supplied Tools			
	Gauge set and hoses		Vice Grips
	Spirit level		Lockable tool box
	Electrical Multi-meter		Pinch bar
	Tong tester		Cold Chisel
	Set of screwdrivers		Set of Easy Outs
	Set of adjustable spanners 8, 10 and 12 inch		Set of Files
	Pliers		Wood Saw
	Pop Rivet Gun		Socket Set
	Silicone/ Mastic Gun		Tin Snips
	Wire Cutters		Digital Thermometer/s
	Spanner Set		Ratchet Key
	Tube Cutters - various sizes		Allen Keys (metric and imperial)
	Flare Kit		Hacksaw
	Stilson Wrench		Vacuum Gauge
	Hammer		Freon Refrig Electronic Leak Detector
Note:			
S - Supplied by the Company to Team member			
A - Available for use on as required basis, held by company			

Appendix D; Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

Definitions

For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

Basic entitlement

after twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (a) for maternity and paternity leave, an unbroken period of one week unpaid leave at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks unpaid leave at the time of placement of the child.

Maternity leave

An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
- (c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

Subject to the above and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as

a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

Where leave is granted, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

Paternity leave

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) a statutory declaration stating:
 - (i) he will take that period of paternity leave to become the primary care giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) that for the, period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

Adoption leave

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (a) the employee is seeking adoption leave to become the primary caregiver of the child;
- (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change will be notified at least four weeks prior to the commencement of the changed arrangements.

Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

Transfer to a safe job

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job. The employee would receive the same rate and the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to be paid "no safe job leave" for the risk period.

Returning to work after a period of parental leave

An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 11.7, the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

Replacement employees

A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.