

**COMPANY NAME
PTY LTD
and
CEPU – Plumbing Division (Vic)**

**Fire Protection
Enterprise Agreement
2020 – 2023**

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PART 1 – APPLICATION AND OPERATION

1. TITLE

This agreement shall be known as the Company name Pty Ltd and CEPU - Plumbing Division (Vic) Fire Protection Agreement Victoria 2020–2023

2. PARTIES AND PERSONS BOUND

This Agreement shall be binding upon:

- 2.1** Company Name Pty Ltd in respect of persons employed in connection with the preparing, erecting, fitting, fixing, altering, overhauling or repairing or maintaining or inspection and testing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems;
- 2.2** Persons employed by the employer in connection with the preparing, erecting, fitting, fixing, altering, overhauling or repairing or maintaining or inspection and testing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems (“employees”) **and**
- 2.3** The CEPU (Plumbing Division) Victorian Branch. This agreement recognises the CEPU as a legitimate representative of the employees covered by this agreement.
- 2.4** The terms of this agreement will not apply to:
 - (a) The employment of plumbers by an employer respondent to the Plumbing and Fire Sprinklers Award 2010;
 - (b) To employees principally engaged in installing plumbing systems; or
 - (c) To the employment of weekly engaged employees fully employed in workshops off site.

3. LODGEMENT & DATE OF OPERATION OF THE AGREEMENT

- 3.1** This Agreement shall be lodged in accordance with the Fair Work Act 2009.
- 3.2** This Agreement shall remain in force until 31 October 2023.
- 3.3 Variation of the Agreement**
 - 3.3.1** Should the employer intend to make an application under the FW Act, seeking to vary the Agreement, the employer shall advise the union (in writing), of the proposed variation and the union shall be given an opportunity of meeting with the employees concerned about the variation.
 - 3.3.2** Such meeting shall take place prior to the employees being requested to vote (under Section 208 of the FW Act) on the proposed variation.
- 3.4 Termination of the Agreement**
 - 3.4.1** Should the employer intend to make an application under the FW Act, seeking to terminate the Agreement, the employer shall advise the union (in writing), of the proposed application to terminate the Agreement and the union shall be given an opportunity of meeting with the employees concerned about the proposed application for termination.
 - 3.4.2** Such meeting shall take place prior to the employees being requested to vote (under Section 219 of the FW Act) on the proposed termination.

- 3.5 The obligations provided in Clause 3.3 and / 3.4, are conditional upon the representative of the union (however termed), complying with Part 3 – 4 – Right of Entry under the FW Act.

4. NO EXTRA CLAIMS AND INCREASES TO WAGES & ALLOWANCES

- 4.1 The rates of pay and allowances as provided in Appendix A shall apply to all employees covered by this Agreement.

- 4.2.1 Wages and Allowances will be paid and increased from the first pay period on or after:

- (a). 1st of October 2020
- (b) 1st of March 2021
- (c) 1st of March 2022
- (d.) 1st of March 2023

- 4.2.2 The wage rates to be paid are contained in Appendix A – Wages, & Allowances.

Allowance Increases

- 4.3.1 The Travel Allowance in Appendix A.

- 4.3.2 The Fares Allowance provided in Appendix A – Wages & Allowances, the Living Away from Home Allowance provided in Appendix A10 – Living Away from Home Allowance and the Altona Petro Chemical Allowance provided in Appendix A2 – District Allowances – Altona Petro Chemical Allowance will increase by two per cent (2%) from the first pay period on or after 1 October 2020, 1 March 2021, 1 March 2022 and 1 March 2023.

- 4.3.3 The allowances provided in:-

- 4.3.3(a) Clause A4 – Multi Storey Commission Flats; and
4.3.3(b) Clause A16 – Site Allowance

Shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increase shall take effect from the first pay period commencing on or after 1 October 2020, 1 October 2021, 1 October 2022, and 1 October 2023.

The allowance provided in:-

- 4.3.3(c) Clause A3 – Demolition Allowance.

Shall be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve-month period ending the previous December quarter effective as of 1 March 2021, rounded to the nearest 5 cents.

- 4.3.4 All other allowances if not shown as fixed shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period January to December in each year. The increase shall take effect from the first pay period commencing on or after 1 March 2021, 1 March 2022, and 1 March 2023

Note:- If there is a negative CPI movement the allowance quantum from one year to the next shall not be reduced.

Additional Benefits

- 4.4 Subject to Clause 4.5, in addition to the wage increases provided in Clause 4.2, the employer shall, from the first pay period on or after 1 October 2020, remit to Incolink:-

4.4.1 \$28.70 per week for each Registered Sprinkler Fitter

4.4.2 \$28.80 for each Sprinkler Fitter / Labourer

4.4.3 \$6.84 for each Apprentice covered by the Agreement.

4.4.5 The payments specified in Clauses 4.4.1, 4.4.2 and 4.4.3 are paid to provide for the additional benefits provided to employees covered by the Agreement that are detailed in Clause 58 – Employee Benefit Fixed Rate Contribution.

Note:- These costs shall increase year on year by the amounts detailed in Clause 58 – Employee Benefit Fixed Rate Contribution. .

4.5 From the first pay period on or after 1 March 2021, the wage increases provided in Clause 4.2 have been adjusted so that the costs of the additional benefits (as provided in Clause 58 – Employee Benefit Fixed Rate Contribution) have been deducted from the applicable wage increase.

4.6 The parties accept that this Agreement is in full and final settlement of all wages, terms and conditions claims. There will be no further claims on any matter, including matters concerning Incolink and Co-Invest during the period of this Agreement.

4.7 The parties agree they will not pursue any further claims during the nominal life of this Agreement in relation to matters covered by this Agreement.

4.8 It is agreed that there be no increase to wages and allowances, other than contained in this agreement, prior to 31 October 2023.

4.9 This Agreement covers all claims made whether or not expressly referred to in the Agreement.

4.10 Unless otherwise specified, increases in Wages and Allowances in this Agreement will accrue from the first full pay period commencing on or after 1 October 2020 as described in Clause 4.2.

4.11 This Clause does not prevent the Employer from seeking a variation to this Agreement pursuant to the Act to make it compliant with the Building and Construction Industry (Fair and Lawful Building Sites) Code or other applicable Building and Construction Codes.

5. COMPLETE AGREEMENT & EXPRESS EXCLUSION OF AWARDS & OTHER CONDITIONS

5.1 This Agreement is intended to cover all matters pertaining to the employment relationship and all matters pertaining to the Enterprise's relationship with any employee organisation/s.

5.2 This Agreement represents a complete statement of the mutual rights and obligations between the Enterprise and employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements (other than in accordance with this Agreement).

5.3 This Agreement regulates all terms and conditions of employment and expressly excludes and displaces the operation of any and all other matters and conditions of employment in any award or agreement.

Interaction with the National Employment Standards

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

6. POSTING OF AGREEMENT

A copy of this Agreement will be kept by the Enterprise in a prominent place on the Enterprise's premises where it is readily accessible to employees.

7. INTENTIONS OF THE PARTIES

- The intentions of the parties in reaching this Agreement are to:
- 7.1** To provide for an efficient, progressive and prosperous plumbing enterprise for the benefit of the Enterprise and its employees;
- 7.2** Improve job satisfaction and continuity of employment for workers;
- 7.3** Create a co-operative and productive Enterprise environment;
- 7.4** Maintain a safe working environment;
- 7.5** Ensure the integrity of structured training consistent with national competency standards.

8 WORKPLACE FLEXIBILITY

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

- 8.1** Notwithstanding any other provision of the Agreement, the employer and an individual employee may agree to vary the application of certain terms of the Agreement to meet the genuine individual needs of the employer and the individual employee (Individual Flexibility Agreement (IFA)). The terms the employer and the individual employee may agree to vary the application of are those permitted under section 172 of the FW Act, and relates only to:
- 8.1.1** Arrangements for when work is performed.
- 8.1.2** Salary sacrifice arrangements
- 8.1.3** Reduction in ordinary hours and
- 8.1.4** Part time employment and
- 8.1.5** Are not unlawful terms under section 194 of the FW Act
- 8.2** The employer and the individual employee must have genuinely made the IFA without coercion or duress. An IFA can only be entered into after the individual employee has commenced employment with the employer.

- 8.3** The IFA between the employer and the individual employee must:
- 8.3.1** Be confined to a variation in the application of one or more of the terms listed in Clause 8.1; and
- 8.4** The IFA between the employer and the individual employee must also:
- 8.4.1** Be in writing, name the parties to the IFA and be signed by the employer and the individual employee and, if the employee is under eighteen (18) years of age, the employee's parent or guardian.
- 8.4.2** State each term of the Agreement that the employer and the individual employee have agreed to vary.
- 8.4.3** Detail how the application of each term has been varied by agreement between the employer and the individual employee.
- 8.4.4** Detail how the IFA results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- 8.4.5** State the date the agreement commences to operate.
- 8.5** The employer must give the individual employee a copy of the IFA and keep the IFA as a time and wages record within 14 days.
- 8.6** Except as provided in Clause 8.4.1 the IFA must not require the approval or consent of a person other than the employer and the individual employee.
- 8.7** An employer seeking to enter into an IFA must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.8** The IFA may be terminated:
- 8.8.1** By the employer or the individual employee giving no more than 28 days' notice of termination, in writing, to the other party and the IFA ceasing to operate at the end of the notice period: or
- 8.8.2** At any time, by written agreement between the employer and the individual employee.

9 DEFINITIONS

- 9.1 All-purpose allowances** are payable for all purposes of the Agreement and are part of the gross weekly ordinary all-purpose rates of pay and must be included as appropriate when calculating all payments including, but not limited to, payments for overtime, annual leave, sick and personal leave, annual leave loading, public holidays shift penalties, weekend penalties and payments on termination.
- 9.2 All-purpose rate** of pay referred to in 9.1 above is the sum of the hourly rate shown at Appendix A – A.1 WAGES plus Leading Hand Allowance shown at A2. ALLOWANCES SCHEDULE
- 9.3 Code** means any code of practice established by either the Commonwealth Government and / or the Victorian Government that is to be complied with by building contractors and building industry participants.
- 9.4 Construction work** means all work performed under this Agreement in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures, including the prefabrication of work performed in plumbing workshops.
- 9.5 Continuous service** means a period of continuous employment regardless of an employee's absence from work for any of the following reasons:
- (a) illness or accident up to a maximum of four (4) weeks after the expiration of paid personal leave;

- (b) any paid leave entitlement taken (e.g. annual leave, jury service, public holiday, personal leave, long service leave, etc.);
- (c) injury received during the course of employment and up to a maximum of fifty-two (52) weeks for which the employee received workers' compensation;
- (d) any other absence from work except where the Enterprise notifies the employee in writing that his/her service has been broken;
- (e) For accrual of annual leave, see clause 42 – Annual leave; or
- (f) Any other leave authorised by the Enterprise or available under this Agreement.

9.6 FWC means The Fair Work Commission.

9.7 FW Act means the Fair Work Act 2009.

9.8 Sprinkler Fitter / Fire Protection Worker means a fitter/worker who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services and also, also undertakes the inspection, testing and maintenance of fire protection systems, which may include complex fire protection systems.

9.9 Industry Disability Allowance means an allowance to compensate for the following disabilities associated with construction work on-site:

- (a) Climatic condition when working in the open on all types of work;
- (b) The physical disadvantage of having to climb stairs or ladders;
- (c) The disability of dust blowing in the wind, brick dust, or drippings from concrete;
- (d) Sloppy and muddy conditions associated with the initial stages of the erection of a building;
- (e) The disability of work on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or a bosuns chair;
- (f) The lack of usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers);

9.10 Space, Height and Dirt Money means an allowance paid to Sprinkler Fitters / Fire Protection Workers engaged on-site to compensate for the following class of work whether or not such work is performed in any week:

- (a) Work requiring a swing scaffold, swing seat, or rope, or on any ladder exceeding 25 ft in height;
- (b) Flushing, cleaning, commissioning and servicing of fire protection systems;
- (c) Work in any confined space;
- (d) Work in wet places, or
- (e) Dirty or offensive work.

9.11 Service Work means the repair, overhaul and/or alteration of complex fire protection systems involving the daily re-instatement of such systems to normal operating level.

9.12 Leading hand means an employee who is given by the Enterprise or his/her 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

9.13 Melbourne Metro Rail Project means the following works on the Melbourne Metro Tunnel Project – Tunnel and Stations Public Private Partnership contracted to the Cross Yarra Partnership Design and Construct Joint Venture: -

- design and construction of twin nine (9) kilometre rail tunnels from Kensington to South Yarra; and
- building five (5) new underground stations at Arden, Parkville, CBD South, CBD North and Domain.

9.14 OHS Act means the Occupation Health and Safety Act 2004 as amended or replaced time to time.

9.15 Operator of explosive-powered tools means an employee qualified in accordance with the laws and regulations of the State concerned to operate explosive-powered tools.

9.15 Ordinary time means rates as calculated in accordance with Appendix A of this Agreement, rates of pay, all-purpose allowances and calculation of hourly rates; time and a half means ordinary time plus fifty per cent (50%); double time means ordinary time plus one hundred per cent (100%); double time and half means ordinary time plus one hundred and fifty per cent (150%).

9.16 Ordinary Time Earnings has the meaning given to that expression in the *Superannuation Guarantee (Administration) Act 1992 (SGAA)*, provided that, despite anything to the contrary in the SGAA, it includes:-

- the actual ordinary rate of pay;
- any payments by way of earnings that are over and above payments prescribed under this Agreement.
- any casual rates in respect of an employee's ordinary hours of work; and

any allowance, loading or bonus payable to employees including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (e.g. first aid, laser safety officer, etc), multi-storey allowance, district/location allowance, piecework rates, underground allowance, productivity allowance, site allowances, asbestos eradication allowance, leading hand allowance, in charge of plant allowance, supervisory allowances and daily travel pattern allowance.

9.17 PIawe means pre – injury average weekly earnings. PIawe is based on ordinary earnings for the normal number of hours worked per week. Items that may be included in PIawe are: -

- base rate of pay.
- overtime and shift allowances (which are based on timing of a shift);
- piece rates.
- commissions.
- the monetary value of certain non-pecuniary benefits; and
- the value of any part of an employee's salary that is directed to another party at the request of the employee (commonly referred to as a salary sacrifice).

Note 1: - Items such as incentive based payments or bonuses, loadings, monetary allowances and any other separately identifiable amount are excluded.

Note 2 Overtime or shift allowances may be included in the calculation of PIawe for the first fifty-two (52) weeks of weekly payments.

9.18 Fire Protection labourer means a person primarily engaged to perform general labouring, unloading of materials and generally assisting a Sprinkler Pipe Fitter / Fire Protection Worker providing that any work done by a labourer is not covered by registration of any class of sprinkler pipe fitting.

9.19 Union means The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division (CEPU).

9.20 RTO means a Registered Training Organisation.

9.21 Shiftworker means for the purposes of the Agreement and the National Employment Standards, a continuous Shiftworker is an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am and paid in accordance with Clause 36 Shiftwork.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

10. CONSULTATION

This Clause applies if the employer:-

10.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its employer that is likely to have a significant effect on the employees; or

10.1.2 Proposes to introduce a change to the regular roster or ordinary hours of work of employees Subject to Clause 31.2 Hours of Work.

Major Change

10.2 For a major change referred to in Clause 10.1.1:

10.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and

10.2.2 Clauses 10.3 to 10.9 apply.

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

10.4 If:

10.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

10.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

10.5 As soon as practicable after making its decision, the employer must:

10.5.1 discuss with the relevant employees:

10.5.1(a) the introduction of the change; and

10.5.1(b) the effect the change is likely to have on the employees; and

10.5.1(c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

10.5.2 for the purposes of the discussion—provide, in writing, to the relevant employees:

10.5.2(a) all relevant information about the change including the nature of the change proposed; and

10.5.2(b) information about the expected effects of the change on the employees; and

10.5.2(c) any other matters likely to affect the employees.

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

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

10.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the employer of the employer, the requirements set out in Clause 10.2.1, 10.3 and 10.5 are taken not to apply.

- 10.9** in this Clause, a major change is likely to have a significant effect on employees if it results in:
- 10.9.1** the termination of the employment of employees; or
- 10.9.2** major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 10.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 10.9.4** the alteration of hours of work; or
- 10.9.5** the need to retrain employees; or
- 10.9.6** the need to relocate employees to another workplace; or
- 10.9.7** the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10** For a change referred to in Clause 10.1.2
- 10.10.1** the employer must notify the relevant employees of the proposed change; and
- 10.10.2** Clauses 10.11 to 10.15 apply.
- 10.11** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.12** If:
- 10.12.1** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 10.12.2** the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 10.13** As soon as practicable after proposing to introduce the change, the employer must:
- 10.13.1** discuss with the relevant employees the introduction of the change; and
- 10.13.2** for the purposes of the discussion—provide to the relevant employees:
- 10.13.2(a)** all relevant information about the change, including the nature of the change; and
- 10.13.2(b)** information about what the employer reasonably believes will be the effects of the change on the employees; and
- 10.13.2(c)** information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 10.13.3** invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.14** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.15** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.16** In this clause:
relevant employees means the employees who may be affected by a change referred to in Clause 10.1.

10.17 This clause is to be read in conjunction with Clause 31 Hours of Work.

10 CONSULTATIVE MECHANISMS

- a. 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

12 SITE SAFETY CONSULTATIVE MECHANISMS

12.1 Safety supervisor

- (a) On every job site, where the Enterprise is the principal contractor it shall appoint a member of its staff to act as the Safety Supervisor. The Safety Supervisor shall be given the necessary authority to ensure that all safety laws, procedures or Codes of Practice are observed, and that the following Safety Agreement is applied.
- (b) The person appointed shall be experienced in the work being performed. Other duties may be assigned by the Enterprise to a Safety Supervisor, provided that such duties shall not prevent him/her from exercising his/her duties as a Safety Supervisor.

12.2 Workers' health and safety representatives

- (a) On every job site, Health and Safety Representative/s may be elected in accordance with the OH&S Act.
- (b) A Health & Safety Representative will be allowed reasonable paid time during working hours to attend to job matters affecting employees he/she represents providing that the Representative informs their manager and agreement is reached. At all other times the Representative will perform productive work within his/her range of qualifications and competencies.

12.3 Duties of Safety Supervisor and Health & Safety Representative/s

The Safety Supervisor and the Health & Safety Representative/s elected under the OHS Act shall be responsible for carrying out regular safety inspections, investigating safety complaints, taking all steps to ensure that safe work practices are observed, and that safety laws, procedures or Codes of Practice are strictly observed.

12.4 Health and Safety Representative Representing Multiple Work Groups

In the case of a Health and Safety Representative who has been elected to represent multiple work groups, please refer to Part 7, Section 68 of the Victorian Occupational Health and Safety Act 107/2004 for further employer obligations including the cost sharing arrangements between employers.

12.5 Safety Committee

- (a) A Health and Safety Committee may be established on a job.
- (b) Where a Health and Safety Committee is established on a job, it shall include the Enterprises Safety Supervisor and the Health and Safety Representative/s.
- (c) The Health and Safety Committee may, by agreement, include additional Workers' Representatives and Enterprise Representatives of significant sub-contractors.
- (d) The Health and Safety Committee shall meet as often as is necessary to provide an overview of safety on the job, and assist in the promotion of a safe working environment on the job site. The Safety Committee shall minute the meetings and determine an action plan for the rectification of unsafe items.

13 PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

This procedure shall be followed in good faith and without unreasonable delay. If an issue is not settled by observance of this procedure, or if the procedure is disregarded by either party, the matter will be dealt with in accordance with Clause 14 of this Agreement. Nothing in this Agreement shall take precedence over the Occupational Health & Safety Act 2004 (as amended).

13.1 Parties to the resolution of issues

- (a) The Enterprise must nominate management representatives who are responsible for dealing with specified health and safety issues, and must, so far as is practicable:
 - i. notify the Employees of the nominations in the manner that is, and in the languages that are, appropriate; and
 - ii. notify in writing the health and safety committee of the nominations.
- (b) At any stage in the resolution of an issue, any party may call in the employee/employer representative or advisor to assist the parties to resolve the issue. If the person invited to assist the parties is a building association official that building association official must personally hold a valid right of entry permit under the FW Act to enter premises where construction work is performed”.

13.2 Procedure for reporting issues

- (a) If an Employee wishes to raise a health and safety issue in a workplace, that employee must report it to the health and safety representative or the Enterprise’s supervisor.
 - (b) If the health and safety representative is not able to be contacted, an Employee wishing to raise a health and safety issue in a workplace must report it to the Enterprise’s safety supervisor or another Enterprise representative.
 - (c) An Employee may take all steps that are necessary, including leaving the Employee’s part of the workplace, to report an issue.
- If the Enterprise identifies a health and safety issue it may report it to the health and safety representative.

13.3 Procedure for resolving issues

- (a) As soon as possible after an issue has been reported, the Enterprise’s safety supervisor or another management representative and the health and safety representative must meet and try to resolve the issue.
- (b) The resolution of the relevant issue must take into account any of the following factors that may be relevant:
 - i. whether the hazard or risk can be isolated;
 - ii. the number and location of Employees affected by it;
 - iii. whether appropriate temporary measures are possible or desirable;
 - iv. whether environmental monitoring is desirable;
 - v. the time that may elapse before the hazard or risk is permanently corrected;
 - vi. who is responsible for performing and overseeing the removal of the hazard or risk.
- (c) If any party involved in the resolution of the issue requests, the details of the issue and all matters relating to its resolution must be set out in writing by the Enterprise to the satisfaction of all parties.
- (d) As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected employees in an appropriate manner.

13.4 Direction to cease work

- (a) If:
 - i. an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an Enterprise; and
 - ii. the issue concerns work which involves an immediate threat to the health or safety of any person; and

- iii. given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in subclause 13.3 of this Agreement;

the Enterprise or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

- (b) During any period for which work has ceased in accordance with such a direction, the Enterprise may assign any Employees whose work is affected to suitable alternative work.

13.5 Inspector may be requested to attend workplace

- (a) If an issue is not resolved under subclause 13.3 of this Agreement, within a reasonable time, or an issue is the subject of a direction under subclause 13.4 of this Agreement that work is to cease, any of the parties attempting to resolve the issue may ask the relevant health and safety authority, to arrange for an inspector to attend at the workplace as soon as practicable to enquire into the issue.

- (b) If:
 - i. the inspector issues a prohibition notice; or
 - ii. otherwise determines that there was reasonable cause for employees to be concerned for their health or safety,

an employee who, as a result of the issue arising, does not work for any period pending its resolution but would otherwise be entitled to be paid for that period continues to be entitled to be paid for that period if relocation is not available.

13.6 Rectification of safety hazard

- (a) Where, because of the existence of a safety hazard, a site has been stopped for a defined period of time and employees sent off site by agreement between Site Managers and any combination of Employee Representative/s, Health and Safety Committee, those people who remain on site to do rectification work will be paid at the rate of double time for all such work.
- (b) This would not be applicable on normal housekeeping work or where a section of the site has been declared unsafe and normal rectification occurs whilst the remainder of the site carries on working. It is agreed that any 'housekeeping' work performed on projects is to be paid at single time rate.

14 DISPUTES SETTLING PROCEDURE

This Agreement recognises the union as a legitimate representative of the employees covered by this Agreement. However, employees are free to be represented or not represented by industrial associations.

The FWC and or the VBIDP must not make any decision or impose any other binding outcome that is inconsistent with the Building Code.

- a. A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. The Parties to this Agreement are committed to complying with the terms of this procedure.
- b. Disputes relating to any of the following must be dealt with according to the procedure in this clause:
- c. any matter arising under this Agreement.
- d. the NES, including subsections 65(5) and 76(4); and
- e. any matter pertaining to the relationship between the Employer and the Employees

- f. Provided that nothing in this clause prevents a party to the dispute from applying to a court for orders in relation to contraventions of civil remedy or penalty provisions.

Procedure

Disputes will be dealt with according to the following procedure.

Step 1—workplace level

- In the first instance, the parties to the dispute will take genuine steps to try and resolve the dispute at the workplace level.

Step 2—dispute resolution including arbitration by the Panel

- If the dispute remains unresolved after Step 1, a party to the dispute (or its representative) may refer the dispute to the Victorian Building Industry Disputes Panel (**Panel**). If a party to the dispute refers the dispute to the Panel, all parties irrevocably consent to the Panel dealing with the dispute, including by arbitration.
- The Panel may deal with the dispute by conciliation, arbitration, otherwise as it sees fit, or by any combination of methods, provided that it acts in accordance with its Charter, and must not make any decision or impose any other binding outcome that is inconsistent with the Building Code, or which requires a party to the dispute to do something that is prohibited by any applicable legislation.
- If the Panel deals with the dispute by arbitration and makes an arbitral award (**Decision**):
 - any party to the dispute (or its representative) may, within 21 days after the date of the Decision, have the Decision reviewed by the FWC, in which case Step 3 below applies;
 - if no party refers the Decision for review within the period stated in above, that Decision will be final and binding on the parties to the dispute.

Step 3—Referral to the FWC

- If a party to the dispute refers the Decision for review to the FWC, all parties to the dispute irrevocably consent to the FWC dealing with the dispute, including by arbitration.
- A review by the FWC is not a hearing afresh (not a hearing de novo); it is a review by way of rehearing. This means that the FWC must identify whether the Panel has made an error of law, a material error of fact or a decision which is legally unreasonable or unjust (inferred error). It is acknowledged that the FWC has the discretion to admit new evidence as required.
- The FWC may deal with the dispute by conciliation, arbitration, or by the exercise of any of its other powers under the Fair Work Act, or by any combination of methods.
- If the FWC deals with the dispute by arbitration:
 - by a single member of the FWC and makes an arbitral award (**FWC Decision**):
 - any party to the dispute (or its representative) may, within 21 days after the date of the FWC Decision, appeal to a Full Bench of the FWC;

- if no party appeals from the FWC Decision within the period stated in above, that FWC Decision will be final and binding on the parties to the dispute.
- by a Full Bench of the FWC and makes a decision, the decision will be final and binding on the parties to the dispute.

Steps available in the event of non-compliance by a party

- If any party to the dispute fails or refuses to comply with or participate in Step 1 of this clause, any other non-breaching party to the dispute (or its representative) may, in its absolute discretion:
 - refer the dispute to the Panel, which will deal with the dispute in accordance with Step 2 above noting that the non-breaching party may request the Panel at this stage to refer the dispute directly to the FWC to deal with the dispute by conciliation, arbitration, by the exercise of any of its powers under the Fair Work Act, or by any combination of methods.
- If any party to the dispute fails or refuses to comply with or participate in Step 2 of this clause, any other non-breaching party to the dispute (or its representative) may, in its absolute discretion:
 - refer the dispute to the FWC to deal with the dispute by conciliation, arbitration, or by the exercise of any of its other powers under the Fair Work Act, or by any combination of methods; or
 - continue to pursue Step 2 above, including by seeking that the Panel make a Decision despite any non-compliance or non-participation of any other party.

Directions and requests of the Panel

- The Panel may inform itself in relation to any dispute in such manner as it considers appropriate in accordance with its Charter.

Including but not limited to:

- (A) Requesting oral or written submissions;
- (B) Requesting relevant documents, records or other relevant information; or
- (C) Conducting a conference or holding a hearing.

(ii) A party to the dispute will comply with any request of the Panel made under this clause, unless the party has a reasonable excuse

Enforcement

- Finality of a Decision
- Subject only to the rights of review/appeal expressly provided for in this clause, a Decision or an FWC Decision is final and binding and may be immediately enforced.
- Enforcement of a Decision
- All parties to a dispute must comply with, and give effect to, any Decision or FWC Decision.
- A party to a dispute that fails to comply with, or give effect to, a Decision or FWC Decision, contravenes this clause.
- The Parties agree that:

- any Decision or FWC Decision may be enforced by an action seeking appropriate remedies (including, but not limited to, payment of a debt, damages, or specific performance) in any court of competent jurisdiction; and
- interest will accrue on any sum payable under a Decision at the rate prescribed from time to time in respect of pre-judgment interest under the Rules of the Federal Court of Australia.

Status quo

- While the dispute is being dealt with in accordance with the procedure in this clause:
- the parties will maintain the status quo existing immediately prior to the subject matter of the dispute arising. Neither party will engage in any industrial stoppages, bans and or limitations. Work shall continue in accordance with the status quo unless an Employee has a reasonable concern about an imminent risk to their health or safety; however
- the Employer may direct an Employee to perform other available work at the same workplace, or at another workplace, on the same terms and conditions of employment, if it is reasonable to do so to protect the health, safety or welfare of Employees.
- For the avoidance of doubt, **"Maintain the status quo"** means that the action giving rise to the dispute will be withdrawn, and the situation immediately prior to the action giving rise to the dispute will apply until the dispute is resolved.

Employee participation and representation

- Employees are entitled to a representative of their choice, including a Union representative, for the purposes of this clause.
- Employees to whom a dispute directly relates and who are necessarily required to participate in the procedure provided for in this clause are entitled to do so without loss of pay.
- Employees who are required to attend as a witness in an arbitration are entitled to do so without loss of pay.
- In the event that the parties to the dispute fail to agree on the identity or number of persons who qualify under this clause, the question will be determined by the Panel or the FWC (whichever is then dealing with the dispute) as part of the dispute.

PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

15 GENERAL

15.1 Employees (excepting apprentices) under this Agreement will be employed either as full-time or part-time employees on weekly hire or casual employees.

15.2 At the time of engagement the Enterprise will inform each employee of the terms of their engagement, in writing.

16 WEEKLY HIRE

Any employee not specifically engaged as a casual employee is for all purposes of this Agreement a full-time or part-time employee on weekly hire.

17 CASUAL EMPLOYEES

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

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

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

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

17.1.1(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.

17.2 The casual loading prescribed in Clauses 17.1.1(a) and 17.1.1(b) will be paid: -

17.2.1 to an irregular casual employee in lieu of paid leave (annual leave, personal / carer's leave) and notice on termination; and

17.2.2 to a regular casual employee in lieu of paid personal / carer's leave and notice of termination.

17.3 The employer shall pay an irregular casual employee or a regular casual employee a minimum of three (3) hours for each engagement.

17.4 Casual Conversion

17.4.1 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 weekly hire employment.

17.4.2 Where a regular casual employee elects to convert their employment to weekly hire in accordance with Clause 17.4.1, conversion to weekly hire will be offered as either full-time employment (i.e. a full time weekly 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).

17.4.3 A regular casual employee who has the right to elect to convert their employment in accordance with Clause 17.4.1 will give four (4) weeks' notice in writing to the employer.

17.4.4 Where the employer receives notice of the right to elect in accordance with Clause 17.4.1, the employer must:-

17.4.4(a) respond to the employee's notice within four (4) weeks of receiving the notice;

17.4.4(b) notify the employee in writing stating whether the conversion has been accepted or refused; and

17.4.4(c) not unreasonably so refuse conversion to daily hire.

Definitions

17.5 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."

17.6 PART TIME EMPLOYEES

17.6.1 An employee employed on a part time basis shall, subject to the provisions in Clause 17.6.2, be entitled to all of the full time entitlements provided in the Agreement on a pro rata basis.

17.6.2 The entitlements provided in:-

Clause 19 – Apprentice contribution
Clause 22 – Redundancy
Clause 25 & 26 – Insurance,
Clause 40 – Portability of Sick Leave
Clause 46 – Industry Training
Clause 60 – Bill Payer Insurance
Clause 61 – Employee & Family Welfare Support

shall be paid in accordance with either the Trust Deed and / or the Insurance Policy.

18 EMPLOYER AND EMPLOYEE DUTIES

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

18.2 It is understood that during periods of peak load it is a common practice for an enterprise to source sprinkler pipe fitters/fire protection workers from other fire enterprises for the purpose of supplementing their own labour force.

19 APPRENTICES

General

19.1 Apprentices will be engaged as a full - time weekly hire apprentice for a period of four (4) years, or for the remainder of their apprenticeship.

19.2 Except where it is inconsistent with this clause, the provisions of the *Education and Training Reform Act 2006* (Vic) will apply to Apprentices.

Training Contract

19.3.1 An apprentice shall be party to an Apprenticeship / Traineeship Training Contract (**Training Contract**).

19.3.2 The Training Contract forms a legally binding agreement between the employer and an apprentice for the training of the apprentice.

19.3.3 The Training Contract establishes obligations on the employer and the apprentice.

19.3.4 The employer will provide training and / or provide access to training consistent with the contract or training agreement and without loss of pay.

Suspension / Cancellation of Training Contract

- 19.4.1** The Training Contract may be cancelled or suspended in accordance with the requirements of the Training Contract.
- 19.4.2** Where the Training Contract is temporarily suspended, the apprentice will be immediately placed on leave without pay.
- 19.4.3** In addition, where the Training Contract is temporarily suspended, the apprentice will not progress to the next Year Level of their apprenticeship while on suspension.

Disputes

- 19.5.1** Any question or difference arising between the employer and an apprentice about:-
- 19.5.1(a)** the Training Contract, or anything contained in the Training Contract; or
 - 19.5.1(b)** the construction or operation of the Training Contract; or
 - 19.5.1(c)** the rights, duties and liabilities of the employer or apprentice under the Training Contract;
- shall be referred by either the employer or the apprentice to the Victorian Registration & Qualifications Authority (**VRQA**).
- 19.5.2** If a matter is referred to the VRQA under Clause 19.5.1, the VRQA may:-
- 19.5.2(a)** cancel, suspend or vary the Training Contract; or
 - 19.5.2(b)** order the employer and the apprentice to the Training Contract to perform all or specified obligations or duties under or related to the Training Contract; or
 - 19.5.2(c)** make any consequential orders that the VRQA thinks fit; or
 - 19.5.2(d)** make any other order the VRQA thinks fit.

Training Plan

- 19.6.1** An apprentice shall be a party to an individual Training Plan.
- 19.6.2** The Training Plan sets out the training that the apprentice will do both on – the – job and off – the – job. The Training Plan also sets out how the Registered Training Organisation (**RTO**) will ensure the apprentice will receive quality training – both on – the – job and off – the – job.
- 19.6.3** The Training Plan reflects the choices made by the employer and the apprentice in relation to:-
- the RTO that will train the apprentice;
 - which competency standards will be covered and in what order;
 - when, where and how training is provided;
 - which trainer / facilitator provides the training;
 - who assesses the apprentice; and
 - how the training is evaluated.

Terms / Conditions of Employment, Wages and Allowances

- 19.7.1** Subject to Clause 19.7.3, apprentices will be entitled to all terms / conditions of employment, wages and allowances as prescribed in this Agreement.
- 19.7.2** In determining the wages to be paid to an apprentice, any credit applicable to the term of the apprenticeship will be counted as part of the term of the apprenticeship already completed.
- 19.7.3** The following clauses shall have no application or operation to an apprentice:-
- Clause 21 – Termination of Employment; and

- Clause 22 – Redundancy; and
- Clause 32 – Presenting for Work but not Required.

19.7.4 The employer shall enrol all apprentices in a Redundancy Protection Scheme. The Incolink Redundancy Protection Scheme or a similar scheme providing equivalent benefits or better benefits shall be taken as agreed to by the majority of apprentices and the employer for the purpose of this clause. From 1 October 2020, the Employer will contribute \$2.00 per week per Employee to Incolink for the provision of benefits to apprentices. This contribution will increase in accordance with this table as per Clause 58.

1 October 2021	\$3.00
1 October 2022	\$4.00
1 October 2023	\$5.00

The above Increases form part of Clause 4.2 of this Agreement and are detailed in Clause 58 of this Agreement including the \$1.00 amount removed from Employee Redundancy payments that forms part of the above Increases.

RTO Training

- 19.8.1** The employer will release the apprentice to attend a Registered Training Organisation (**RTO**) during ordinary hours of work for the purposes of undertaking the off – the – job component of the apprenticeship without loss of pay (including fares and travel time allowances)..
- 19.8.2** Apprentices will be paid all wages and allowances as specified by this Agreement for time spent attending at an RTO in the course of their apprenticeship. All time spent attending the RTO in the course of the apprenticeship will count as time served for all purposes of the Agreement.
- 19.8.3** If an apprentice is required to attend an RTO on the day of an RDO or on picnic day, the apprentice will be entitled to a substitute day to be taken at a time agreed to by the employer and the apprentice. Overtime rates will not apply.

Reimbursement of TAFE / Tuition Fees / Text Books

- 19.8.4** Apprentices attending an RTO will be reimbursed tuition fees, Text Books and materials fee paid by the apprentice in respect of their training at the end of each year.
- 19.8.5** The employer will not reimburse an apprentice for fees incurred prior to their appointment with the employer. If an apprentice joins the employer for a part of a year, the employer will reimburse the apprentice their fees on a pro rata basis.
- 19.8.6** Reimbursement (in accordance with Clause 19.8.4) will be subject to presentation of evidence:-
- 19.8.6(a)** supporting the satisfactory completion of such training; and

19.9.6(b) evidence of payment (including the applicable invoice/s and the applicable receipt/s).
- Note:-** The receipt shall be in the form of an itemised account that details how the payment was made up.
- 19.8.7** Where an apprentice termination occurs by mutual agreement or redundancy, the apprentices shall be entitled to a reimbursement for tuition fees and materials fee for all schooling that has been successfully completed up to the termination date.
- 19.8.8** Reimbursement (in accordance with Clause 19.8.4), will not “double dip” any government subsidy, reimbursement payment by another employer, or similar payments to which the

apprentice may be entitled. This does not include any government allowance(s) for tools or equipment.

Termination of Employment by the Employer - Notice specifying day of termination

19.9.1 An employer must not terminate an apprentice's employment unless the employer has given the apprentice written notice of the day of the termination (which cannot be before the day the notice is given) by:-

- 19.9.1(a)** delivering it personally; or
- 19.9.1(b)** leaving it at the apprentice's last known address; or
- 19.9.1(c)** sending it by pre-paid post to the apprentice's last known address.

Note:- In accordance with Schedule 4 – State Training and Employment Provisions of the *Education and Training Reform Act 2006* (Act No 24/2006) (Vic) the written notice of termination must also be forwarded to the Victorian Skills Commission within five (5) working days after the termination.

Termination of Employment by the Employer - Amount of notice or payment in lieu of notice

19.9.2 The employer must not terminate the apprentice's employment unless:-

- 19.9.2(a)** the time between giving the notice and the day of the termination is at least the period (the **minimum period of notice**) worked out under Clause 19.9.3; or
- 19.9.2(b)** the employer has paid to the apprentice (or to another person on the apprentice's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the apprentice (or to another person on the apprentice's behalf) at the full rate of pay for the hours the apprentice would have worked had the employment continued until the end of the minimum period of notice.

19.9.3 Work out the minimum period of notice as follows:

19.9.3(a) first, work out the period using the following table:-

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

19.9.3(b) then increase the period by one (1) week if the apprentice is over forty -five (45) years old and has completed at least two (2) years of continuous service with the employer at the end of the day the notice is given.

Notice of termination by an apprentice

19.10.1 The notice of termination required to be given by an apprentice is the same as that required of the employer, except that there is no requirement on the apprentice to give additional notice based on the age of the apprentice concerned.

19.10.2 If an apprentice fails to give the required notice the employer may withhold from any wages due to the apprentice under the Agreement an amount that is no more than one (1) week's wages for the apprentice. Any deduction made under this clause must not be unreasonable in the circumstances.

Job search entitlement

- 19.11.1** Where the employer has given notice of termination to an apprentice, an apprentice must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment.
- 19.11.2** The time off is to be taken at times that are convenient to the apprentice after consultation with the employer.

19.12 Redundancy

The provisions of this Clause do not apply when the apprentice completes the approved training contract and cannot be placed into employment with the employer.

Entitlement to redundancy pay

- 19.12.1** An apprentice is entitled to be paid redundancy pay by the employer if the apprentice's employment is terminated, prior to the completion of the apprentice's training contract and such termination:-
- 19.12.1(a)** is at the employer's initiative, because the employer no longer requires the job done by the apprentice to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- 19.12.1(b)** because of the insolvency, or bankruptcy, of the employer.

Redundancy - Amount of redundancy pay

- 19.12.3** Subject to Clause 19.12.4, the amount of redundancy pay equals the total amount payable to the apprentice for the redundancy pay period worked out using the following table at the apprentice's rate of pay prescribed in Appendix A – Wages, Fares Allowance and Travel Allowance for his / her ordinary hours of work:-

Redundancy pay period		
	Apprentice's period of continuous service with the employer on termination	Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

Offsetting of redundancy pay

- 19.12.4(a)** The amount of redundancy pay payable by the employer under Clause 19.12.3 **shall be offset** by the amount of redundancy pay payable to an apprentice through the Incolink Redundancy Protection Scheme.

- 19.12.4(b)** The provisions of Clause 19.12.4(a) **shall apply** whether the apprentice claims the amount of redundancy pay payable to that apprentice through the Incolink Redundancy Protection Scheme or not.

Variation of redundancy pay for other employment or incapacity to pay

- 19.13.1** This Clause applies if an apprentice is entitled to be paid an amount of redundancy pay by the employer because of Clause 19.12 and the employer:-

- 19.13.1(a)** obtains other acceptable employment for the apprentice; or
19.13.3(b) cannot pay the amount.

- 19.13.2** On application by the employer, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate. The amount of redundancy pay to which the apprentice is entitled is the reduced amount specified in the FWC Determination.

Exclusions from obligation to pay redundancy pay

- 19.14.1** Clause 19.12 does not apply to the termination of an apprentice's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination as described in Clause 19.10.1 (whichever happened first):

- 19.14.1(a)** the apprentice's period of continuous service with the employer is less than twelve (12) months; or
19.14.1(b) the employer is a small business employer.

Apprentice leaving during notice period

- 19.15.1** An apprentice whose employment is to be terminated in accordance with this Clause 19.12 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 apprentice remains with the employer until expiry of such notice. Provided that, in such circumstances, the apprentice will not be entitled to payment instead of notice.
- 19.15.2** The employer will make reasonable attempts to identify an alternative employer with whom the Apprentice will complete the period of the indenture or contract of training.
- 19.15.3** Where the employer identifies a suitable, alternative employer in accordance with Clause 19.15.2, the employer will have no obligations with respect to Clause 19.12.
- 19.15.4** Clause 19.12, will not apply where the Apprentice is terminated for reason of misconduct or insufficient/unsatisfactory performance

Adult Apprentice -

- 19.16.1** Where an apprentice was employed by the employer in a classification covered by the Agreement immediately prior to becoming an adult apprentice with the employer, such apprentice will not suffer a reduction in the rate of pay by virtue of entering into a Training Contract under Clause 19.3.
- 19.16.2** For the purpose of fixing a rate of pay only, the adult apprentice will continue to receive the rate of pay (inclusive of the fares allowance and travel allowance [if applicable]) that is, from time to time, applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the Training Contract specified in Clause 19.3, unless the applicable rate of pay payable to that apprentice under Appendix A – Wages & Allowances is higher.

20 SHAM CONTRACTING

- 20.1** 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.
- 20.2** 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.
- 20.3** 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.
- 20.4** 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.
- 20.5** All subcontract firms would be engaged according to each of the following terms:
- (a) All Employees of the subcontract firm engaged in sprinkler fitting will be registered or apprenticed sprinkler fitters.
 - (b) The subcontract firm will have its own safe work method statements and OHS plans.
 - (c) The subcontract firm will have all appropriate licences and will hold current public liability and worker's compensation insurances.
 - (d) 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.
 - (e) All employees employed by the subcontract firm will hold all appropriate registrations and or licences to carry out work they are performing.
 - (f) All employees of the subcontract firm will obey all Site Requirements.
- 20.6** 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
- 20.7** The employer will not contravene the sham contracting provisions in Part 3-1, Division 6 of the FW Act.
- What is the difference between an employee and a sub - contractor / independent contractor?**
- 20.8** The following information is provided as a tool to all persons / organisations covered by the Agreement.
- 20.9** The information provided in Clause 20.10 and 20.11 was correct at the time that the Agreement was approved by the FWC.

20.10

There are a number of factors that assist in determining the difference between an employee and an independent contractor. The following indicators may assist in determining the difference between an employee and an independent contractor:-

Indicator	Employee	Independent contractor
Degree of control over how work is performed	Performs work, under the direction of their employer, on an ongoing basis	Has a high level of control in how the work is done
Hours of work	Generally works standard / set hours	Generally decides what hours to work to complete the specific task
Risk	Bears no financial risk (this is the responsibility of the employer)	Bears the risk for making a profit / loss on each job / task. Generally bears responsibility for their own work. Generally will have their own insurance policy / ies
Superannuation	Employer's responsibility to pay	Generally pays their own superannuation. Note:- There are some situations in which an independent contractor is entitled to be paid superannuation contributions.
Tools and equipment	Tools and equipment are generally provided by the employer, or a tool allowance is provided	Uses their own tools and equipment
Tax	Has income tax deducted by their employer	Pays their own tax and GST to the ATO
Method of payment	Paid regularly – weekly	Has obtained an ABN and submits an invoice for work completed or is paid at the end of the specific task
Leave	Entitled to receive paid leave (annual leave; personal / carers leave; etc)	Does not receive paid leave

20.11

In addition, the ATO has put together an Employee / Contractor Decision Tool. This can be accessed through the ATO Website:-

<https://www.ato.gov.au/Calculators-and-tools/Employee-or-contractor/>

21 TERMINATION OF EMPLOYMENT

21.1 Notice of termination

- (a) In order to terminate the employment of an employee the employer must give to the employee the following notice:

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

- (b) In addition to the notice in 21.1(a), employees over 45 years of age at the time of the giving of the notice with not less than two years service are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in 21.1(a) and 21.1(b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) If the Employer pays out the notice, the amount paid to the employee must equal the full amount the employee would have been paid if they worked until the end of the notice period. This includes: Incentive based payments and bonuses, all loadings, monetary allowances, overtime, penalty rates, any other separately identifiable amounts.
- (e) The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees.

21.2 Notice of termination by employee

The notice of termination required to be given by an employee must be one week's notice or payment in lieu of the notice if the notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the balance.

21.3 Statement of employment

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

21.4 Standing down of employees

Notwithstanding anything elsewhere contained in this clause the employer shall have the right to deduct payment for any day the employee cannot be usefully employed because of any strike or any stoppage of work by any clause.

21.5 Portable sick leave on termination

Employees, employer representatives and the employer support the industry portable sick leave scheme which ensures sick leave credits, up to a potential maximum of one hundred (100) days, are not lost on termination. As part of Termination the Employer will inform Incolink of any unused Sick Leave credits within 7 days of Termination.

22 REDUNDANCY

22.1 Definitions

- (a) **Redundancy** means a situation where an employee ceases to be employed by the Enterprise other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning.
- (b) **Week's pay** means the relevant Total Weekly rate as prescribed by A1 at the time of termination for the employee concerned.

22.2 Redundancy protection

The Enterprise shall participate in a Redundancy Protection Scheme and shall make relevant contributions as per table below on behalf of all employees to provide for the payment of redundancy benefits to employees.

The Increases below form part of Clause 4.2 of this Agreement and are detailed in Clause 58 of this Agreement.

The Increases below include the \$1.00 payment that forms part of the Apprentice Contribution detailed in Clause 19.7.4 and detailed in Clause 58 of this Agreement.

1 October 2019	\$81.00
1 October 2020	\$100.00
1 October 2021	\$120.00
1 October 2022	\$140.00
1 October 2023	\$160.00

- (a) The benefits to be provided to the Employees shall be equivalent to the benefits provided by the Incolink Redundancy Protection Scheme.
- (b) The particular Redundancy Protection Scheme to be provided shall be agreed between the majority of employees and the Enterprise. The Incolink Redundancy Protection Scheme or a similar scheme providing equivalent benefits shall be taken as agreed to by the majority of employees and the enterprise for the purpose of this clause.
- (c) Where the Enterprise is a member a fund of which Redundancy Payment Central Fund Ltd (Incolink) is trustee (such as one of the Redundancy Payment Approved Worker Entitlement Fund(s)), howsoever numbered (the appropriate Incolink Fund), all the employees of the enterprise within the scope of this Agreement will be enrolled in the appropriate Incolink Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.
- (d) The Enterprise shall pay contributions to the appropriate Incolink Fund on behalf of each employee in accordance with the Trust Deed. If Incolink nominates any other Australian Taxation Office (ATO) approved fund pursuant to its Trust Deed the Enterprise shall pay contributions to that fund on behalf of each employee in accordance with the constituting documents of that other fund.
- (e) The redundancy payments which the enterprise is liable to pay are whichever are the greater of the entitlement of the employee as per subclause 22.4 and the entitlement of the employee under the appropriate Incolink Fund Trust Deed (or under the constituting documents of any other ATO approved fund nominated by Incolink pursuant to its Trust Deed).
- (f) The liability of the enterprise 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 appropriate Incolink Fund, or another ATO approved fund nominated by Incolink pursuant to its Trust Deed.
- (g) References in this clause to the appropriate Incolink Fund include a reference to another fund for comparable purposes nominated by Incolink for the purposes of this Agreement as a fund which meets the requirements of an appropriate Incolink Fund.

- (h) The provisions of this clause will not result in any 'double dipping' in respect to benefits payable to an employee.
- (i) The employer shall not be required to incur any extra cost associated with providing this benefit, should the employer become liable to pay Fringe Benefit Tax on redundancy payments.

22.3 Redundancy funds

- (a) This clause will be read in conjunction with subclause 22.2 of this Agreement except that where there is any inconsistency, clause 22.4 of this Agreement will prevail.
- (b) An employer bound by this Agreement may utilise a fund to meet all or some of the liabilities created by this clause. Where:
 - i. The Enterprise utilises 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
 - ii. a fund, which has been established pursuant to an agreement between unions 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.

22.4 Redundancy pay

A redundant employee will receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this Agreement) with the Enterprise.

Period of continuous service	Redundancy/severance pay
1 year or more but less than 2 years	2.4 week's pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 week's pay
2 years or more but less than 3 years	4.8 week's pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 week's pay
3 years or more but less than 4 years	7 week's pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 week's pay
4 years or more	8 week's pay

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

- 22.5** If an employee dies with 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.

22.6 Casual employees and apprentices

- (a) Any period of service as a casual employee **will not** entitle an employee to accrue service in accordance with this clause for that period.
- (b) Service as an apprentice **will** entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with the Enterprise for a further twelve (12) months.

22.7 Employee leaving during notice

An employee whose employment is to be terminated in accordance with this clause may terminate his or her 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 Enterprise until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment in lieu of notice

22.8 Retrenchment Criteria

If, during the life of this agreement, the employer is required to reduce the number of required Sprinkler Fitter / Fire Protection Workers, then after voluntary redundancies have occurred the criteria for selection includes all of the following: (Each of these headings will be rated out of 10 and an assessment of all employees must be completed prior to any retrenchment).

- Special skills and experience
- Self-motivation and ability to work without supervision
- Attendance and punctuality
- Length of service with the company
- Reliability

PART 4 – REMUNERATION AND PAYMENT OF WAGES

23 PAYMENT OF WAGES AND TIME RECORDS

23.1 Payment of wages

- (a) Wage rates and allowances will be in accordance with Appendix A of the Agreement.
- (b) All wages, allowances and other monies will; be paid by electronic funds transfer into an account/s of a recognised financial institution nominated by the employee.
- (c) All wages, allowances and other monies are to be paid weekly.
- (d) The employer shall ensure that all payments are made by no later than the close of business on a Thursday of each week.
- (e) Should payday coincide with a public holiday, the employer shall pay the employee on the last working day preceding the public holiday.
- (f) The employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer from complying with this clause; for example, bank error or delay.

Payment on termination

- (g)(i) Subject to Clause 23.1(g)(ii), when notice of termination of employment has been given by the employee, or an employee's services has been terminated by the employer, payment of all wages and other monies owed to the employee will be made on the day concerned.
- (g)(ii) Where it is impractical to comply with Clause 23.1(g)(i) the employer shall pay the employee by no later than the normal pay period as prescribed in Clause 23.1(d).

Payslips

- (h) Particulars of details of payment to each employee will be provided in a statement handed to the employee at the time payment is made and will contain the following information:

- name and classification of the employee;
- date of payment;
- period covered by such payment;
- the number of ordinary hours worked;
- the amount of wages for work at ordinary rates and the hourly rate;
- the gross amount of wages and allowances paid;
- the amount of each deduction made and the name of the fund or account to which it was paid;
- the net amount of wages and allowances paid;
- the number of hours paid at overtime rates, the hourly rate(s) and the total amount paid;
- the amount of allowances or special rates paid and the nature thereof;
- annual leave loading payments;
- payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays;
- the employee's superannuation fund name, account number and amount of contributions made to it;
- annual leave and RDO accruals

as required by *Fair Work Regulations 2009 (FW Regs)* or under the FW Act; as well as the following:

- the employee's long service leave registration number.

Time Records

(i)(i) The employer will keep a record for a continuous period of seven (7) years from which can be readily ascertained the following:

- the name of the employer;
- the name of each employee and his/her classification;
- the date of birth of the employee as provided by the employee;
- the date the employee's employment began;
- the hours worked each week ;
- when the employee started and ceased work;
- the rate of remuneration at which the employee is paid;
- the gross amount of wages and allowances paid;
- the amount of each deduction made and the nature of it;
- the net amount of wages and allowances paid;
- the leave taken by the employee, the employee's entitlement from time to time to that leave, and accrual of leave;

As required by FW Regs, as well as the following:

- the Enterprise's workers compensation policy or other satisfactory proof of insurance such as a renewal certificate;
- any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYG Tax, whether under a Group Employer's Scheme or not;
- a certificate or other documentation from the State Long Service Leave Board or authority which will confirm the Enterprise's registration, the date of the last payment, and the period for which that payment applies;
- the Enterprise's and the employee's relevant superannuation scheme name and number, the amount of contributions made, the period over which the contributions are made, when the contributions are made, and details of any election of fund made by an employee, including the name of the employee, the fund, and the date the election was made;
- the location of the job if it is outside the radius specified in Appendix A, Clause A.12 - Fares and travelling time.

- (i)(ii) A record must be in a legible form in the English language or in a form that is readily accessible and is convertible into a legible form in the English language.

SUPERANNUATION

Minimum Contribution

- 24.1** The employer must make superannuation contributions for each employee to Cbus at a rate that is not less than the charge percentage from time to time under the *Superannuation Guarantee (Administration) Act 1992* (C'th)(SGA Act) or any other minimum rate of contribution prescribed by law from time to time (Minimum Contribution Rate).
- 24.2.1** Any statutory increases to the Minimum Contribution Rate during the term of this Agreement will be in addition to the respective Ordinary Time Earnings (**OTE**) of employees and will not result in any reduction in OTE. See definitions Clause 9 for OTE definition.
- 24.2.2** As of 1 October 2020, the level of Minimum Contribution Rate required to be paid on behalf of each employee was nine and a half percent (9.5%) of the employees' OTE.
- 24.3** An employer may elect to pay the contributions specified in the following table.

WARNING - FOLLOWING THIS TABLE DOES NOT NECESSARILY MEAN YOU COMPLY - READ THE NOTES

First pay period commencing on or after	Registered Sprinkler Fitter	Sprinkler Fitter / Labourer
1 October 2020	\$230.00per week	\$220.00per week
1 October 2021	\$240.00per week	\$230.00per week
1 October 2022	\$250.00per week	\$240.00per week
1 October 2023	\$260.00 per week	\$250.00 per week

- Note 1** It should be noted that the quoted dollar rates in the table in Clause 24.3 may not comply with Clauses 24.1 and 24.2; in that the contributions may be less than the actual Minimum Contribution Rate required to be paid by the employer.
- Note 2** The table in Clause 24.3 represents the Minimum Contribution Rate payable for an employee in a particular situation. The quoted dollar rates are based around an employee who is working on a project in the City of Melbourne which has a project value of between \$244.6M and \$326M (which attracts a \$4.55 per hour Site Allowance) and is working between the 46th Floor and 60th Floor (which attracts a \$1.41 per hour Multi Storey Work Allowance). Rates quoted were applicable from the first pay period on or after 1 October 2019.
- Note 3** In some instances the rate will be higher than the Minimum Contribution Rate, whilst in others the rate will be less than the Minimum Contribution Rate. For this reason, where the Minimum Contribution Rate is higher than the quoted dollar figures the contributions specified in the table in Clause 24.3 does not limit the liability of the employer under the SGA Act.
- Note 4** An employer that is paying in accordance with the table in Clause 24.3 must at all times ensure that the quoted dollar rates are at the least equal to their obligations in the SGA Act, Clauses 24.1 and 24.2.
- 24.4** Despite anything to the contrary in this Agreement, the superannuation contributions payable by the employer to Cbus must be paid monthly on the 1st day of each month.

- 24.5** Subject to Clauses 24.1 and 24.2, and without limiting any other provision of the Agreement, the employer shall make superannuation contributions for an employee into the employee's superannuation fund in accordance with this Clause.
- 24.6** Where an employee wishes to have their pay salary sacrificed for additional superannuation, the employer will comply with the employee's request without reasonable delay consistent with statutory requirements. All entitlements and benefits contained in this agreement, for the purposes of all contributions shall be calculated on the pre-salary-sacrifice pay.
- 24.7** Despite anything to the contrary in this Agreement:
- 24.7.1** if the employer does not make superannuation contributions for an employee in accordance with this Agreement on the due date for payment, the employer must give that employee and the Applicable Trustee written notice of the non-payment within two (2) business days of the due date for payment and include the following details in that notice:-
- 24.7.1(a)** the reasons for the non-payment;
 - 24.7.1(a)(i)** whether the superannuation contributions remain unpaid; and
 - 24.7.1(a)(ii)** if the superannuation contributions remain unpaid, when the employer will pay those contributions;
 - 24.7.1(b)** unless contrary to any applicable law, the employer must upon request by an employee, allow that employee to, during normal business hours:-
 - 24.7.1(b)(i)** have full and complete access to any employment or other records that are relevant to determining whether the employer has complied with its obligations under this agreement to make superannuation contributions for the employee and if the employer has not complied, to determine the extent of the non-compliance; and
 - 24.7.1(b)(ii)** take copies of any such records (for convenience, a **Contributions Records Access**); and
 - 24.7.1(c)** the employer acknowledges and agrees that if it fails to make superannuation contributions for its employees in accordance with this Agreement and otherwise comply with its obligations under an Applicable Trust Deed:
 - 24.7.1(c)(i)** any one or more of the affected employees, the authorised representative or the Applicable Trustee shall have standing to enforce the employer's superannuation obligations under this Agreement, and in the case of the Applicable Trustee, the Applicable Trust Deed including to bring legal proceedings against the employer; and
 - 24.7.1(c)(ii)** the employer will be liable to pay the legal costs of any of those parties who bring proceedings against it on a full indemnity basis in the event that that party or parties are successful in the proceedings with the intent that the employer will pay those parties all reasonable legal costs that they have incurred pursuant to the terms that they have agreed with their lawyers.
- 24.8** The employer must provide written confirmation of the superannuation contributions made by the employer for an employee on that employee's payslip which must contain full details all types of superannuation contributions (including salary sacrifice) paid on his / her behalf.

Paid leave

- 24.9.1** Contributions will continue whilst a member of a fund is absent on paid leave including, annual leave, personal leave, long service leave, public holidays, jury service, compassionate leave, community service leave and (where appropriate) defence reserve leave. Payments made by the employer on behalf of a third party, including but not limited to, Centrelink and Family Assistance Office, will not be regarded as paid leave for the purposes of superannuation contributions.

Unpaid leave

- 24.9.2** Subject to Clause 56 – Industry Fund Compliance, contributions will not be required in respect of any period of absence from work without pay of one (1) day or more. For the purpose of clarity, where an employee receives a payment for any purpose other than in accordance with Clause 24.9.1, the employee will be deemed to be on unpaid leave.

Work related injury or illness

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

- 24.9.3(a)** the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Agreement.
- 24.9.3(b)** the person remains an employee of the employer.

- 24.10.1** The employer must be a participating employer in the Construction and Building Unions Superannuation Scheme (**Cbus**) and subject to an employee's right to choose a superannuation fund under section 32F of the SGAA, all employees covered by the Agreement (including Apprentices) of the employer shall be enrolled as members in Cbus and subject to an employee's right to choose a superannuation fund under section 32F of the SGAA, and be entitled to superannuation benefits in accordance with the terms of the trust deed for Cbus.

- 24.10.2** Despite anything to the contrary in this Agreement, the employer acknowledges and agrees that whether or not the employer enters into an agreement with the respective trustees for each employee's superannuation fund (**Applicable Trustee**) pursuant to which the Employer agrees to be bound by the terms from time to time of the trust deed for that fund (**Applicable Trust Deed**), the employer is deemed to have agreed with the Applicable Trustee and each employee to be bound by the terms of the Applicable Trust Deed to the extent of:-

- 24.10.2(a)** the employer's obligations to make superannuation contributions for employees under this Agreement; and

- 24.10.2(b)** otherwise, an employer's obligations under the Applicable Trust Deed,

and any one (1) or more of the employee, the employee's authorised representative or the Applicable Trustee may rely on this clause as conclusive evidence of the employer's agreement to be bound by the Applicable Trust Deed.

25 TRAUMA INSURANCE

- 25.1** All employees will be covered by an Incolink administered lump sum insurance policy providing financial compensation in the event of a major work related (i.e. Workcover) accident resulting in death or permanent total disablement.

- 25.2** The full and precise conditions of this cover will be in accordance with the terms of the policy, but in general will provide that, in the event of a workplace accident occurring which results in either the death or total

permanent disablement of a worker covered by this agreement, a lump sum payment as specified in the Trust Deed

25.3 The defined payments currently are:

With dependants	\$400,000
Without dependants	\$200,000
For full details please refer to policy in Clause 59	

26 INCOME PROTECTION

26.1 All workers will be covered by the extended Incolink Leisure Time Insurance and Income Protection Scheme and shall make relevant contributions in accordance with the terms of the policy on behalf of all employees.

To maintain this cover the employer agrees to pay the amounts as per table below every week for each employee. In the event the employer does not maintain the above policy, the employer will be liable in full to pay equivalent benefits to an employee who meets eligibility criteria as set out in the policy document.

Date	Employer Weekly Payment
Current Rate	\$25.05
1 October 2020	\$27.00
1 October 2021	\$29.00
1 October 2022	\$30.50
1 October 2023	\$31.50

The above increases form part of Clause 4.2 of this Agreement and are detailed in Member Benefits in Clause 58.

27 JOURNEY ACCIDENTS

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

27.2 The Enterprise's liability extends only to the reimbursement of the employee's ordinary rate and all such absences shall be supported by certification of a duly authorised medical practitioner.

Payment shall be contingent upon the insurer accepting the claim.

28 ACCIDENT MAKE-UP PAY

28.1 **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 average weekly earnings (PIAWE) as defined and calculated by the workers compensation insurer, or where the incapacity is for a lesser period than one (1) week, the difference between the amount of compensation and the said Agreement rate for that period.

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

- 28.3** The Enterprise shall pay accident pay as defined in this clause, during the incapacity of their employee/s arising from any one work-related injury, for a total of fifty-two (52) weeks - irrespective of whether such incapacity is in one continuous period or not.
- 28.4** The provisions of this clause will not result in any 'double dipping' in respect to benefits payable to an employee.
- 28.5** The liability of the Enterprise to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable under the said relevant workers' compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the Enterprise to pay accident pay as provided in this clause.
- 28.6** In the event that an employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of the Enterprise to pay accident pay as herein provided will cease from the date of such redemption.

The Enterprise may at any time apply to the FWC for exemption from the terms of this clause on the grounds that an accident pay scheme proposed or implemented by the Enterprise contains provisions generally not less favourable to his/her employees than the provisions of this clause.

29 COMPENSATION FOR CLOTHES, TOOLS etc.

- 29.1** An employee whose clothes, spectacles, or hearing aid have been accidentally damaged, spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and the Enterprise.
- 29.2** An employee will be reimbursed by the Enterprise to a maximum of \$200.00 for loss of clothing by fire or breaking and entering whilst securely stored at the Enterprise's direction in a room or building on the Enterprise's premises, job or workshop as provided in this agreement.
- 29.3** When the Enterprise requires an employee to wear spectacles with toughened glass lenses the Enterprise will pay for the toughening process or the cost of the new lenses.

29.4 Tools:

The employee shall be responsible for such tools as he/she is provided with by the employer. Any shortages except those occasioned by fair wear and tear, reasonable breakage or theft outside of working hours, shall be made good by the employee.

30 APPLICATION OF SITE AGREEMENTS

- 30.1** Where a Project Agreement is entered into by the company and is compliant with the Building Code and has been certified by the Fair Work Commission, registered, lodged or otherwise approved under a designated building law (as defined by the *Building and Construction Industry Improving Productivity Act 2016*) the following shall apply:
- 30.2** Where a Project Agreement prescribes rates of pay that are higher than contained in this Agreement then the higher rates will apply.
Where the Project Agreement prescribes a condition that is superior to that contained in this Agreement then the superior condition will apply.
- 30.3** Where the Project Agreement prescribes a Site allowance, the greater of such allowance shall apply in addition to the rates of pay prescribed by this Agreement, and the terms of this agreement shall continue to apply.

PART 5 – HOURS OF WORK AND RELATED MATTERS

31 HOURS OF WORK

31.1 The ordinary hours of work will be thirty-six (36) hours worked anytime between 6.00 a.m. and 6.00 p.m. Monday to Friday. Starting time will be between 6.00 a.m. and 9.30 a.m. By agreement between the employer and a majority of all employees starting time will be between 6am and 9:30am, provided that the worker shall be given notice as per 31.2 of any change in starting time

31.2 Where Enterprise efficiency and client needs requires alteration of ordinary working hours such hours may be varied by agreement between the Enterprise and a majority of all employees. Employees will be given five (5) days' notice of any change in the spread of hours or start time. Occupational health and safety principles remain paramount regarding discussions concerning alteration of ordinary working hours.

31.3 Matters on which agreement may be reached include:

- (a) How the hours are to be averaged in a work cycle;
- (b) The duration of the work cycle;
- (c) Rosters which specify starting and finishing times; and
- (d) Daily maximum hours.

31.4 Flexibility of RDOs

- (a) The Working Day (RDO) schedule at Appendix C will be observed.
- (b) The RDO calendar for subsequent years will be agreed to by the employer and employees.
- (c) Employee/s will receive twenty-six (26) RDOs each year.
- (d) Flexibility for the taking of RDO's is provided for in Appendix C.
- (e) The employer will maintain a continuous reconciliation of hours worked or accrual against hours taken as RDOs. If the employee terminates his/her employment for any reason this reconciliation will determine where any hours (or part thereof) should be deducted or credited to the employee's final payment.

Flexibility with RDOs is to be maintained at all times to meet business requirements. Flexibility with RDOs is a necessity in the Sprinkler Fitting / Fire Protection Industry. RDOs may be shifted from the Industry calendar with the consent of the majority of employees and a majority of employees will not withhold a reasonable request to work on an RDO where circumstances require it.

31.5 Work cycles

- (a) The method for calculating work cycles is that the ordinary working hours will be worked in a ten (10) day/two (2) week cycle, Monday to Friday inclusive, with eight (8) hours worked for each of nine (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 Travelling Allowance, and any applicable Site Allowance.
- (b) Provided that twenty-six (26) RDO's will be accrued by an employee in each twelve (12) months continuous service. This will not apply for the period an employee is on unpaid leave.
- (c) Each day of paid leave taken and any holiday taken (as prescribed below) occurring during any cycle of two (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).
- (d) 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 (10) day/two (2) 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 Enterprise, 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 Enterprise.

- (e) Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that employees then having received more RDOs than they were entitled to will have the relevant amount removed from final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

32 PRESENTING FOR WORK BUT NOT REQUIRED

- 32.1** An employee, if engaged and presenting for work to commence employment and not being required will be entitled to at least eight (8) hours' work or payment therefore at ordinary rates, plus the appropriate allowance prescribed by Appendix A for Fares and travelling time.
- 32.2** Subclause 32.1 will not apply if the services of an employee are not required by reason of inclement weather in which case the provisions of Appendix B – Inclement weather will apply.

33 OVERTIME

- 33.1** Excessive overtime will not be worked. The overtime requirement for each project will vary and will be discussed and agreed between the Enterprise and a majority of all employees on a project by project basis.
- 33.2** All time worked beyond the ordinary hours of work as prescribed in clause 31– Hours of work, will be paid as overtime.
- 33.3** In accordance with the decision of the Working Hours Test Case decision, the Enterprise and employees agree that overtime must be capped to comply with work health and safety laws and company fatigue management policy
- 33.4** Apprentices will be paid overtime at the rate of one and a half times ordinary rate for the first hour and double time thereafter. Work commenced after Midnight and prior to commencement of ordinary time will be paid for at the rate of double time.
- 33.5** No apprentice under the age of eighteen years will be required to work overtime unless the employee so desires. No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent his/her attendance at technical school, as required by any statute or regulation applicable to him/her.
- 33.6** Overtime will be paid at double time. Where overtime is necessary employee/s will not be disadvantaged regarding the amount of overtime employee/s may work. This will be reflected in the work roster. Every employee will be entitled to work reasonable overtime on a fair and equitable basis.
- 33.7** Overtime will be calculated by applying the hourly divisor of 1/36th.
- 33.8** Employee/s required to work public holidays and/or picnic day will be paid at double time and a half calculated on the ordinary rate provided that an employee required to work any one (1) of the public holiday/s or Sunday or Picnic Day will be paid for not less than four (4) hours work.
- 33.9** Employees required to work on a Saturday will be afforded a minimum of three (3) hours work.
- 33.10** Where Local Government laws prevent a commencement of work at the normal starting time for a Saturday, employees will be paid from their actual commencement time with a minimum of three (3) hours work.
- 33.11** When an employee is required to work overtime for greater than two (2) hours after working ordinary hours, the employee will be paid a meal allowance in accordance with Appendix A, plus an additional meal allowance for each subsequent four (4) hours worked. The Company may provide a meal or meals instead of paying any such allowance.

33.12 When an employee, after having worked overtime for which the employee has not been regularly rostered or on a prescribed holiday, finishes work at a time when reasonable means of transport are not available the Enterprise will pay the cost of or provide him/her with conveyance to his/her home or to the nearest public transport.

33.13 Overtime worked in the circumstances specified in clauses 33.14, 33.15, 34 and 35 shall not be regarded as overtime for the purposes of this clause where the actual time worked is less than four hours on such recall or on each of such recalls. The employees' health and safety will be the employer's primary consideration in determining whether a rest break is offered.

CALL-BACK

33.14 An employee recalled to work overtime after leaving the Enterprise's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three (3) hours work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising the employee will not be required to work the full three (3) hours if the job or jobs the employee was recalled to perform be completed within a shorter period.

33.15 This subclause will not apply in cases where it is customary for an employee to return to the Enterprise's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. This clause does not apply where an employee is on availability as defined in Appendix A.

34 SERVICE WORK

34.1 An employee required to perform service work outside normal working hours for breakdown, accident or other emergency work shall be paid at the rate of double time.

The calculation of the period of time of duty shall include only the time reasonably occupied in travel or work between the time of the employee's departure from his/her normal place of residence and the time of his/her return thereto provided that: in the case of the first call-back in any one day an employee shall be paid as for at least a period of two hours at the rate of double time; and in the case of each subsequent call-back in the same day as for at least a period of one hour whether occurring within two hours of the first call-back or not.

35 ON CALL

Where an employee is required to be on call outside the ordinary hours of work he/she shall be readily contactable by telephone at all relevant times during such stand-by and shall be entitled to an Allowance as per Table A2 Appendix A for the following:

- (a) Permanent stand-by on roster
- (b) For other than permanent stand-by on roster each Monday to Friday per night
- (c) For other than permanent stand-by on roster for each Saturday, Sunday, or Public Holiday
- (d) An employee's telephone rental to be paid by the employer.

36 SHIFT WORK

36.1 The Enterprise and a majority of employees and the employee representative may agree that shift arrangements may be introduced in industry areas outside new construction work such as tenancy fit outs, minor new work, refurbishments and similar.

36.2 Where shift work is necessary the following conditions will apply:

- (a) an employee who works ordinary hours on a day will not be employed on shift at the conclusion of the day's work.

- (b) starting and finishing times for shift work shall be agreed between the Enterprise and a majority of employees.
- (c) where shifts are worked and the employment continues for more than one week the employees shall work five shifts per week of eight hours.
- (d) entitlements to rostered days off accruing whilst on shifts shall include the appropriate shift rate.
- (e) Minimum of 45 minutes shall be allowed for a meal during a shift or where an employer and employees agree, 30 minutes, to suit particular circumstances.
- (f) an employee employed on shift work for less than the normal weekly working hours in any working week will be paid in accordance with the overtime provisions. Provided that in cases where the shift work has continued for more than one week and the job finishes during the currency of a week the Enterprise will pay the shift rate for the time actually worked.
- (g) The rate of pay for shift work shall be the ordinary rate plus 100 per cent (200%).

37 WORK BREAKS

37.1 Meal breaks

There will be a cessation of work and of working time, for the purpose of a meal on each day, of not less than thirty (30) minutes, to be taken between 11.00am and 1.00 p.m. Such period will be unpaid.

37.2 Variation of meal breaks

Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be lengthened to not more than forty-five (45) minutes with a consequential adjustment to the daily time of cessation of work.

37.3 Working during meal break

- (a) If the Enterprise requires an employee to work through his/her normal meal break the employee will be paid at the rate of double time until the employee is allowed to take such break.
- (b) Where the meal break is shortened by agreement, the enterprise will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours.

37.4 Daily rest breaks

There will be allowed, without deduction of pay, a rest period of ten (10) minutes between 9.00 a.m. and 11.00 a.m.

37.4.2 Converting to One Break per Day.

If only one (1) break is taken employees will be paid as per examples below. All additional hours worked will be paid as overtime and appropriate penalties will apply. Applicable to Monday to Friday work only.

For the purpose of clarity and for this sub-clause only, the example times listed below represent a full 8 hour working day.

For example:

Start Time 6.00 a.m. – One Break – penalties apply after 1.30 p.m.

Start Time 7.00 a.m. – One Break – penalties apply after 2.30 p.m.

Where the One Break arrangement is put in place, the parties to this agreement are committed to it operating in such a way as to meet this agreement's Intentions of the Parties at Clause 7, especially in relation to improving job satisfaction for workers, maintaining an efficient enterprise for the

employer including maximising productive work on site between the hours shown above and creating a co-operative and productive Enterprise environment

37.5 Overtime rest breaks

- (a) When an employee is required to work two (2) hours or more of overtime after working ordinary hours, the employee will be allowed to take without deduction of pay, a rest break of twenty (20) minutes in duration immediately after such ceasing time and thereafter, after each four (4) hours of continuous work, the employee will be allowed to take also, without deduction of pay, a rest break of thirty (30) minutes in duration.

(Note: A meal allowance is also payable under subclause 33.11).

- (b) In the event of an employee remaining at work after the usual ceasing time without taking the rest break of twenty minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked twenty minutes more than the time worked and be paid accordingly. For the purpose of this clause usual ceasing time is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 31 – Hours of work.
- (c) When an employee is required to work overtime on a Saturday or Sunday, the employee will be allowed to take without deduction of pay:
- i. a rest break of ten (10) minutes in accordance with subclause 37.4; and
 - ii. a rest break of twenty (20) minutes in duration for each completed four (4) hours of overtime worked by the employee.
- (d) In the event of an employee continuing to work without taking the rest break in accordance with subclause 37.5(b), the employee will be regarded as having worked twenty (20) minutes more than the time actually worked and be paid accordingly.
- (e) Subclauses 37.4 – Daily rest breaks and 37.5 – Overtime rest breaks will not be applicable in the case of an employee who is allowed the rest periods prescribed in Appendix A for Hot work or Cold work.
- (f) Where an agreement is reached pursuant to subclause 37.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

37.6 Breaks between working days

- (a) An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that the employee has not at least ten (10) consecutive hours off duty between those times, or on a Saturday, Sunday or holiday without having had ten (10) consecutive hours off duty in the twenty-four (24) hours preceding his/her ordinary commencing time on his/her next ordinary day will, subject to this clause, be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the Enterprise, such an employee resumes or continues work without having had such ten consecutive hours off duty the employee will be paid at double time rates until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) An employee who has worked continuously (except for work breaks allowed by this Agreement) for twenty (20) hours including holiday work will not be required to continue at or recommence work for at least twelve (12) hours.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

38 PUBLIC HOLIDAYS

38.1 Employee/s will be entitled to the following gazetted Public holidays without deduction of pay:

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

38.1.2 In addition to the public holidays specified in Clause 38.1 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.

38.1(a) If an employee has ordinary hours on a public holiday (as prescribed in Clause 38.1) and the employee is absent from his / her employment on that public holiday, the employer will pay the employee their ordinary rate of pay for the ordinary hours usually worked on that day.

38.2 Subject to the agreement of the Enterprise and an employee, an employee 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 employee concerned.

38.3 When a public holiday is on a Saturday or Sunday or rostered day off a day in lieu will be observed on the next calendar working day.

When New Years' Day; Australia Day; Anzac Day; Christmas Day and / or Boxing Day is on a Saturday or Sunday or rostered day off a day in lieu will be observed on the next calendar working day.

In the case of the gazetted public holiday of Anzac Day falling on a weekend, then an employee required to work overtime on this day shall be paid at normal public holiday penalty rates. Where the employee is required to work on the day in lieu to be observed on the next calendar working day, then the employee will be paid at ordinary time rates if the time worked falls within their normal work day start time and finish time. If the time to be worked falls outside of their normal work day start time and finish time, then the employee will be paid at overtime rates applicable to overtime worked on a normal work day. The purpose of this clause is to ensure that the employee only receives payment for one public holiday and that the day off in lieu of the weekend does not incur normal public holiday penalty rates.

38.4 Any employee required to work on any of the public holiday/s will be paid at double time and a half calculated on the ordinary rate, provided that an employee required to work any one of the public holiday/s will be paid for not less than four (4) hours work. If the employer requests an employee to work on a public holiday such request shall be reasonable. The employee may refuse the request if the request is not reasonable; or the refusal is reasonable.

38.5 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 ordinary rate for each holiday or each holiday in a group, which falls within ten (10) consecutive calendar days after the day of termination.

38.6 Where any two (2) or more of the holidays prescribed in this clause occur within a seven (7) day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within ten consecutive calendar days after termination, the whole group will be deemed to fall within the ten (10) consecutive calendar days. Christmas Day, Boxing Day and New Year's day will be regarded as a group.

38.7 Family picnic day

All employees covered by this agreement shall be entitled to Family Picnic Day without loss of pay and allowances on the first Monday in December (or other nominated day in Mildura). An employee required to work on family picnic day shall be paid at the rate of double time and one half and paid for not less than four (4) hours work.

38.8 Apprentices that are rostered to trade school will be entitled to attend Picnic Day without the loss of pay or entitlements

38.9 Proof of Ticket purchase is required for payment.

39 PERSONAL (sick and carer's) LEAVE

39.1 Paid personal leave will be available to an employee when they are absent due to:

- (a) personal illness or injury (sick leave); or
- (b) for the purpose of caring for or supporting an immediate family member or household member who requires care or support because of a personal illness, or injury, of the member or an unexpected emergency affecting the member (carer's leave).

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

- (a) three (3) days in the first month and then one (1) additional day at the beginning of each of the next seven (7) calendar months, will be available in the first year of employment; and
- (b) ten (10) days at the beginning of the employee's second and each subsequent year which, subject to 39.5, will commence on the anniversary of engagement.

39.3 Unused personal leave will accumulate from year to year.

39.4 An employee will be paid his / her current ordinary rate (including leading hand allowance, if applicable) for the period of personal leave.

39.5 If an employee is terminated by the Enterprise and is re-engaged by the Enterprise within a period of six (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 twelve (12) months has been served with the Enterprise (excluding the period of interruption in service) since either:

- (a) the employee was first engaged; or
- (b) the anniversary of his/her original engagement;
- (c) as appropriate.

39.6 The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse);

- (b) A de facto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis whether the employee and the person are of the same sex or different sexes.
 - (c) child or an adult child (including an adopted child, a step child or an ex-nuptial child);
 - (d) parent;
 - (e) grandparent or grandchild; or
 - (f) sibling;
- of the employee or spouse of the employee.

39.7 Sick leave

This subclause will be read in conjunction with clause 40 – Portability of Sick Leave. In the event of any inconsistency, clause 40 will prevail.

- (a) An employee is entitled to use accumulated personal leave for the purposes of sick leave.
- (b) The employee will within twenty-four (24) hours of the commencement of such absence, or if this is not practicable, as soon as reasonably practicable give the employer notice that the employee requires (or required) leave during the period because of a personal illness or injury of the employee
- (c) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one (1) day only such employee if in the year the employee has already been allowed paid sick leave on more than one occasion for one day only, the employer may require the employee to produce to the Enterprise a medical certificate of a registered health practitioner that in the health practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. If it is not reasonably practicable for the employee to give the employer a medical certificate the employee may provide a statutory declaration.

39.8 Carer's leave

- (a) An employee is entitled to use accumulated personal leave to care for members of his/her immediate family or household.
- (b) The employee must, if required by the Enterprise, establish by production of a medical certificate by a registered health practitioner or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another or establish by production of a statutory declaration that the member required care because of an unexpected emergency.
- (c) As soon as reasonably practicable the employee will give the employer notice that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member. This provision does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (d) An employee (including a casual employee) may take up to two (2) days unpaid carer's leave for each occasion in accordance with the same requirements for the entitlement to paid carer's leave.
- (e) The provisions of subclause 39.8 (with the exception of subclause 39.8(d)) do not apply to casual employees.

39.9 Notice and evidence requirements

Notice

- 39.9.1** An employee must give his / her employer notice of the taking of leave under this Clause by the employee.

- 39.9.2** The notice:

- 39.9.2(a)** must be given to the employer as soon as practicable (which may be a time after the leave has started); and

39.9.2(b) must advise the employer of the period, or expected period, of the leave.

Evidence

39.9.3 An employee who has given his/ her employer notice of the taking of leave under this Clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:

39.9.3(a) if it is paid personal/carer's leave — the leave is taken for a reason specified in Clause 39.1 or

39.9.3(b) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Clause 39.8(d); or

39.9.3(c) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 41 – Compassionate Leave.

Compliance

39.10 An employee is not entitled to take leave under this Clause unless the employee complies with Clause 39.9 - Notice and evidence requirements

40 PORTABILITY OF SICK LEAVE

40.1 To support the costs of the Incolink scheme the Enterprise has agreed to pay an Industry Surcharge (in accordance with the Trust Deed) for each employee. The surcharge is currently \$1.54 per week per employee including GST.

40.2 The Enterprise is, and will remain during the life of this Agreement, a participating Enterprise in the Construction Industry Complying Portable Sick Leave Pay Scheme (Incolink PSL Scheme) of which Incolink is trustee, and all the employees of the Enterprise within the scope of this Agreement will be enrolled in the Incolink PSL Scheme and be entitled to sick leave benefits in accordance with the terms of the Trust Deed.

40.3 The Enterprise shall pay contributions to the Incolink PSL Scheme on behalf of each employee in accordance with the Trust Deed. The contribution will increase from \$1.40 per week currently, to \$3.00 per week (from 1 October 2020). This increase is fixed for the life of this Agreement. This increase of \$1.60 forms part of Clause 4.2 and detailed in Clause 58 of this Agreement. If Incolink nominates any other fund, the employer shall pay contributions to that fund on behalf of each employee in accordance with the constituting documents of that other fund.

40.4 The Incolink trust fund shall be liable to pay sick leave payments to an employee when the employee is absent from work on sick leave.

40.5 The sick leave payments which the Enterprise is liable to pay under are whichever are the greater of the entitlement of the employee under subclause 39.2 of this Agreement and the entitlement of the employee under the Incolink PSL Scheme Trust Deed (or under the constituting documents of any other fund nominated by Incolink under, but in the latter case limited to the amount which Incolink or the employee actually receives from the Insurer under the Trust Deed.

40.6 The liability of the Enterprise to pay sick leave payments to an employee under this clause will be met by the making of the contributions on behalf of each employee required as a participating Enterprise in the Incolink PSL Scheme.

40.7 References in this clause to Incolink PSL Scheme include a reference to another fund for comparable purposes nominated by Incolink as a fund which supersedes the Incolink PSL Scheme.

41 COMPASSIONATE LEAVE

41.1 Compassionate leave is paid leave taken by an employee:

- (a) for the purposes of spending time with a person who:
 - i. is a member of the employee's immediate family or a member of the employee's household; and
 - ii. has a personal illness, or injury, that poses a serious threat to his or her life; **OR**
- (b) after the death of a member of the employee's immediate family or a member of the employee's household.

41.2 An employee is entitled to use up to two (2) days paid leave as compassionate leave on each occasion when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

41.3 The employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:

- (a) a single, unbroken period of two (2) days; or
- (b) two (2) separate periods of one (1) day each; or
- (c) any separate periods to which the employer and his or her employee agree.

41.4 An employee will be paid his / her current ordinary rate (including leading hand allowance, if applicable) for the period of compassionate leave.

41.5 An employee who is entitled to a period of compassionate leave 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 compassionate leave at any time while the illness or injury persists.

41.6 In addition to the entitlement to paid compassionate leave, an employee will be entitled to up to ten (10) days unpaid bereavement leave in respect of the death within Australia or overseas of a relation to whom the clause applies.

41.7 The employee is entitled to compassionate leave only if the employee gives his or her employer any evidence that the employer reasonably requires of the illness, injury or death.

41.8 A casual employee will be entitled to up to two (2) days unpaid compassionate leave in accordance with this Clause.

42 ANNUAL LEAVE

Entitlement

- (a) Employees (except an irregular casual employee) will be entitled to four (4) weeks of annual leave per annum.
- (b) An employee working and/or required to work on call for any part of twenty-eight (28) weekends or more in any year of employment will be entitled to an extra week's annual leave.
- (c) An employee who is a continuous shift worker (as defined) will be entitled to an extra week's annual leave.
- (d) For the purposes of clarity, an employee will be entitled to a maximum of five (5) weeks of annual leave per annum.

42.2 Accrual of Annual Leave

42.2 (a). Accrual of annual leave will be at the rate of 2.769231 hours per week of completed service. This amounts to 4 weeks leave per year for non-shiftworkers.

42.2 (b) Annual leave will accrue during periods that the employee is taking a form of paid leave (including RDO's).

42.3 Payment

- (a) An employee will be paid his/her current ordinary rate (including leading hand allowance, if applicable) for the period of annual leave.
- (b) In addition to the amount in Clause 42.3(a), during a period of annual leave an employee will receive a loading of seventeen- and one-half percent (17.5%) calculated on rates, loadings, and allowances prescribed at Appendix A.
- (c) Where the employee requests, prior to going on annual leave the employee will be paid in advance for the period of annual leave.

42.4 Taking Leave

- (a) An employee may take annual leave in periods agreed between the employer and the employee provided that one (1) of the periods shall be of at least ten (10) working days.
- (b) Where an employee requests that leave be allowed in one (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 his/her headquarters, by the first reasonable means of transport, his/her annual leave will commence on the first full working day following his/her 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 shutdown, 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 four (4) 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 twenty-eight (28) days' notice prior to the date the employee is required to commence the leave; and
- iv. the employee will retain a minimum of four (4) weeks of annual leave after taking such leave.

42.5 Intentionally Blank

42.6 Cashing Out

Cashing Out of Annual Leave

42.6.1 Paid annual leave must not be cashed out except in accordance with this clause.

42.6.2 An employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave provided that the following requirements are met:

- 42.6.2(a) each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the employer and the employee which must:
 - 42.6.2(a)(i) be in writing and retained as an employee record;
 - 42.6.2(a)(ii) state the amount of accrued leave to be cashed out and the payment to be made to the employee;
 - 42.6.2(a)(iii) state the date on which the payment is to be made, and
 - 42.6.2(a)(iv) be signed by the employer and employee and, if the employee is under eighteen (18) years of age, the employees' parent or guardian;
- 42.6.2(b) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time that it is cashed out;
- 42.6.2(c) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
- 42.6.2(d) employees may not cash out more than two (2) weeks' accrued annual leave in any twelve (12) month period.

Note 1: Under Section 344 of the *Fair Work Act 2009*, an employer must not exert undue influence or undue pressure on an employee to make an agreement to cash out paid annual leave under this clause.

Note 2: Under Section 345 of the *Fair Work Act 2009*, a person must not knowingly or recklessly make a false or misleading representation about an employee's workplace rights under this clause.

42.7 Payment for annual leave on termination

- (a) The employee will be entitled to payment of accrued annual leave upon termination of employment.

Note: In addition to Clause 42.7(a), the employee will receive a loading of seventeen and one half percent (17.5%) calculated on rates, loadings, and allowances prescribed at Appendix A that would have been payable if the employee had taken that period of leave.

42.8 Christmas Closedown

Flexibility of the Christmas / New Year Annual Leave Shutdown

- a. The Christmas / New Year Annual Leave Shutdown at Appendix C – Working Day (RDO) Calendar will be observed.
- b. Flexibility for the taking of the Christmas / New Year Annual Leave Shutdown is provided for in Appendix C – Working Day (RDO) Calendar.

It is a breach of this Agreement for an employee to be paid his/her full accrual, or part thereof, of annual leave at Christmas or any other time, unless that employee takes such annual leave or his/her employment is terminated. Employment is not to be terminated for reasons of avoidance of this subclause.

Excessive Annual Leave Accruals

42.9.1 This Clause contains provisions additional to the NES about taking paid annual leave, to deal with excessive paid annual leave accruals.

42.9.2 An employee has an excessive leave accrual if:

- 42.9.2(a)** the employee is not a shiftworker and has accrued more than six (6) weeks' paid annual leave; or
- 42.9.2(b)** the employee is a shiftworker and has accrued more than eight (8) weeks' paid annual leave.

Eliminating excessive leave accruals

Dealing with excessive leave accruals by agreement

42.9.3 Before an employer can direct that leave be taken under Clause 42.9.4 or an employee can give notice of leave to be granted under Clause 42.9.9, the employer or employee must request a meeting and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.

Employer may direct that leave be taken

This Clause applies if an employee has an excessive leave accrual.

42.9.4 If agreement is not reached under Clause 42.9.3, the employer may give a written direction to the employee to take a period or periods of paid annual leave. The direction must state that it is a direction given under Clause 42.9.5.

42.9.5 Such a direction must not:

- 42.9.5(a) result in the employee's remaining accrued entitlement to paid annual leave at any time being less than four (4) weeks (taking into account all other paid annual leave that has been agreed that the employee has been directed to take or that the employee has given notice of Clause 42.9.6.
- 42.9.5(b) require the employee to take any period of leave of less than one (1) week;
- 42.9.5(c) require the employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the employee;
- 42.9.5(d) require the employee to take any period of leave commencing more than twelve (12) months after the day the direction is given to the employee; or
- 42.9.5(e) be inconsistent with any leave arrangement agreed between the employer and employee.

42.9.6 An employee to whom a direction has been given under this Clause may make a request to take paid annual leave as if the direction had not been given.

42.9.7 The employer is not to take the direction into account in deciding whether to agree to such a request.

Note: The NES state that the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn. The employee must take paid annual leave in accordance with a direction complying with this subclause

Employee may require that leave be granted.

42.9.8 This Clause applies if an employee has had an excessive leave accrual for more than six (6) months and the employer has not given a direction under Clause 42.9.3 that will eliminate the employee's excessive leave accrual.

42.9.9 If agreement is not reached under Clause 42.9.3, the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave. The notice must state that it is a notice given under Clause 42.9.8.

42.9.10 Such a notice must not:

- 42.9.10(a) result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under this subclause);
- 42.9.10(b) provide for the employee to take any period of leave of less than one week;
- 42.9.10(c) provide for the employee to take any period of leave commencing less than eight(8) weeks after the day the notice is given to the employer;
- 42.9.10(d) provide for the employee to take any period of leave commencing more than twelve (12) months after the day the notice is given to the employer; or
- 42.9.10(e) be inconsistent with any leave arrangement agreed between the employer and employee.

The employer must grant the employee paid annual leave in accordance with a notice complying with this clause.

Dispute resolution

42.9.11 Without limiting Clause 14 – Dispute Resolution Procedure of the Agreement, an employer or an employee may refer the following matters to the FWC:

- 42.9.11(a)** a dispute about whether the employer or employee has requested a meeting and genuinely tried to reach agreement;
- 42.9.11(b)** a dispute about whether the employer has unreasonably refused to agree to a request by the employee to take paid annual leave; and
- 42.9.11(c)** a dispute about a direction to take leave; or
- 42.9.11(d)** a dispute about a notice requiring leave to be granted.

Annual leave in advance

42.10.1 An employer and employee may agree to the employee taking a period of paid annual leave in advance of the employee accruing an entitlement to such leave provided that the agreement meets the following requirements:

- 42.10.1(a) It is in writing and signed by the employee and employer;
- 42.10.1(b) It states the amount of leave to be taken in advance and the date on which the leave is to commence; and
- 42.10.1(c) it is retained as an employee record.

42.10.2 If, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Note: If the employee is under eighteen (18) years of age, the above clause will cease to operate unless, the employee's parent or guardian has agreed to such an arrangement in writing on behalf of the employee.

43 LONG SERVICE LEAVE/CO-INVEST

43.1 Paid in accordance with the Construction Industry Long Service Leave Act or if outside Victoria the appropriate state legislation.

43.2 Payments by the Enterprise will be paid monthly.

44 PARENTAL LEAVE

Parental Leave will be provided in accordance with the National Employment Standard.

45 COMMUNITY SERVICE LEAVE

45.1 Jury Service

An employee required to attend for jury service will be entitled to have his/her pay made up by the Enterprise to equal his/her ordinary rate as for eight (8) hours (inclusive of accrued entitlements prescribed by clause 31 – Hours of work) per day plus fares whilst meeting this requirement. The employee will give the Enterprise proof of such attendance and the amount received in respect of such jury service.

45.2 Community Service Leave

- (a) An employee who is a voluntary member of:
 - i. State Emergency Service;
 - ii. St John Ambulance;
 - iii. Country Fire Service; or
 - iv. other similar organisation;may be granted unpaid leave for the period that they are absent from duty as a result of their attendance at an emergency.
- (b) Employees who may seek community service leave must:
 - i. Notify the Company of their volunteer activity in advance; and
 - ii. Provide certification from the volunteer organisation.
- (c) An employee who is requesting approval to be absent from duty in order to attend an emergency will be required to notify the Company of the intended absence and expected duration of the absence as soon as practicable.
- (d) The approval of community service leave will be subject to the operational requirements of the business and the employee's absences being reasonable in all circumstances.

- (e) The Company will permit an employee to access annual leave entitlements during the period of absence due to community service leave.

46 INDUSTRY TRAINING / TRAINING LEVY

46.1 this levy is paid per week and collected by Incolink monthly as per table (46.11) below

46.2 Improved coordinated training for employees covered by this agreement will be provided to enhance the skills, occupational health and safety comprehension, and other areas of working knowledge of the employees of the Enterprise.

46.3 Training provided will be consistent with the Enterprise's business requirements, relevant to the work of the employees and be consistent with the skills development of each employee and with applicable national competency standards, where they exist.

46.4 Training as provided for by this clause may be taken either on or off the job.

46.5 When training is taken off the job, where practicable and subject to the work requirements of the Enterprise, such training shall be undertaken during normal working hours.

46.6 If an approved training activity is undertaken during ordinary working hours, the employee/s concerned will not suffer any loss of wages or entitlements.

46.7 To contribute to the funding and training and development of its employees, the Enterprise will pay the following schedule of payments into the Plumbing Industry Joint Training Fund that will provide plumbing and plumbing related courses.

46.8 Subject to the operational needs of the Enterprise, employees covered by this agreement will be eligible to attend training programs that are funded by and paid for by the weekly amounts in subclause 46.11 (table below).

46.9 The Increases in Clause 46.11 below form part of Clause 4.2 and are detailed in Clause 58 of this Agreement.

46.10 The employer shall be liable for any difference between the total cost of that approved course and the amount contributed by the registered training provider fund.

46.11

TRAINING & BUILDING LEVY	Training Levy
Prior to 28 February 2020	\$32.01
First Full Pay period Commencing on or after 1 October 2020	\$34.01
First Full Pay period Commencing on or after 1 October 2021	\$36.01
First Full Pay period Commencing on or after 1 October 2022	\$38.01
First Full Pay period Commencing on or after 1 October 2023	\$40.01

NOTE: The above amounts are not payable for Apprentices

47. EMPLOYEE REPRESENTATIVES

This clause outlines the rights for Employee representatives when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented by a Union Delegate, Employee Representative, another representative of their choosing or not at all.

47.1 Representation

- (a) 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 that 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.

An employee representative shall, upon notification to the Enterprise, be recognised as the accredited representative of the employees and be allowed all necessary time during working hours to submit to the Enterprise matters affecting the employees he/she represents. At all other times the employee representative will perform productive work within his/her 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

47.2 Employee representative facilities

Where the Enterprise is the principal contractor it is agreed the Enterprise shall provide a facility for the use of the employee representative/s to perform their duties and functions as the on-site representative/s of the employees. The provision of the following facilities is to ensure that the employee representative/s is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

- (a) a telephone;
- (b) a table and chairs;
- (c) a filing cabinet;
- (d) air-conditioning/heating;
- (e) access to stationery and other administrative facilities, including use of facsimile, use of e-mail (if available on site), following consultation between employee representative and Site Management; a private lockable area.

48 PROTECTIVE CLOTHING

- 48.1** The Enterprise shall ensure that their employees are in possession of protective clothing in accordance with this clause.

- 48.2** Approved (AS) safety footwear appropriate to the classification of work being carried out

- 48.3** Overalls or trousers of the following types and quantities:

- (a) Two sets of combination overalls; or
- (b) Two sets bib and brace overalls plus two drill shirts; or
- (c) Two sets drill trousers and two drill shirts; or
- (d) Work denims at cost no greater than either items 48.3(a), 48.3(b) or 48.3(c) above.

- 48.4** Where an employee has not sought replacement of his/her issue of protective clothing as provided in subclause 48.3 above on a fair wear and tear basis within twelve (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 twelve (12) months.

- 48.5** One Bluey Jacket, or other approved equivalent apparel following consultation between the Enterprise 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.

- 48.6** Where employees have received any of the above items from the previous Enterprise 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.

- 48.7** No agreements for cash in lieu of protective clothing shall be permitted.
- 48.8** Where the employee's protective clothing is stolen, the Enterprise 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.
- 48.9** Where an employee claims to have not been issued with protective clothing by a previous Enterprise, the new Enterprise 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 Enterprise's request.
- 48.10** Irrespective of the Enterprise, the protective clothing and footwear as outlined in subclauses 48.2 and 48.3 will be replaced on a fair wear and tear basis upon receipt of issued clothing.
- 48.11** The Enterprise 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.
- 48.12** 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.
- 48.13** Further failure to do so shall prohibit the employee from any further entitlement.
- 48.14** While not being part of any issue of protective clothing/equipment, Enterprises 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; and
 - (d) skin protective cream/sun screen (30+ rating).
- 48.15** 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;
- curtain walling

49 OPERATION OF OCCUPATIONAL HEALTH AND SAFETY ACT, REGULATIONS AND CODES OF PRACTICE

- 49.1** The parties to this Agreement shall in addition to ensuring compliance with OH&S legislation (including Regulations, and Codes of Practice), implement the best achievable level of health and safety. Particular emphasis will be placed on the establishment of consultative mechanisms which will include:
- (a) the election of health and safety representatives who will represent employees in negotiations on health and safety matters;
 - (b) an occupational health and safety committee; and
 - (c) training issues including specific hazards, health and safety systems, and site induction.

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

50 OPERATION OF LIFT

During temporary stoppage of the passengers/materials lift, the employees are expected to walk to their place of work to a maximum of four (4) levels to work in their respective classification, and no industrial action or dispute should take place.

51 HEARING TESTS

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

52 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 Enterprise will pay the cost of such shots.

53 REHABILITATION OF INJURED WORKERS

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

54 E-tags

Employer vehicles are to be fitted with E-tags at employer expense. E-tags are for company use only.

55 ANTI-DISCRIMINATION

55.1 It is the intention of the employer to achieve the principal object in s.3(m) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

55.2 Accordingly, in fulfilling their obligations under the clause 14 Disputes Resolution Procedures, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

55.3 Nothing in this clause is to be taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (b) an employee, employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by applications to the Human Rights and Equal Opportunity Commission.
- (c) the exemptions in clauses 659(3) and (4) of the *Workplace Relations Act 1996* (Cth).

56 INDUSTRY FUND COMPLIANCE

EMPLOYEE ABSENCE - INDUSTRY FUND COMPLIANCE

56.1 If an employee is being paid a part, or all of, the employees' weekly entitlements, by a third party, the employer shall make the payments prescribed in Clause 56.2, as if the employee was at work and being paid by the employer.

56.2 For an employee who is absent from work:-

56.2.1 because they are on paid leave; or

56.2.2 because they are in receipt of workers compensation benefits; or

- 56.2.3** because they are in receipt of a benefit provided in either Clause 25 – Trauma Insurance; or Clause 26 – Income Protection or Clause 27 – Journey Accidents; or
- 56.2.4** because they are absent on leave without pay to enable them to take long service leave;
- the employer shall:-
- 56.2.5** **only where** the employee is absent because they are in receipt of workers compensation benefits, or because they are in receipt of a benefit provided in Clause 26 – Income Protection or because they are absent on leave without pay to enable them to take long service leave, make the superannuation payments prescribed in Clause 56.3 – Superannuation – Industry Fund Compliance; and
- 56.2.6** make the long service leave payments prescribed in Clause 43 – Long Service Leave; and
- 56.2.7** make the various insurance payments prescribed in Clause 25 – Trauma Insurance; and Clause 26 – Income Protection and Clause 27 – Journey Accidents; and
- 56.2.8** make the redundancy payments prescribed in Clause 22 - Redundancy; and
- 56.2.9** make the training levy payments prescribed in Clause 46 – Industry Training,
- during such absence.

56.3 Superannuation – Industry Fund Compliance

Superannuation Contributions – Employee absent for work – related injury / illness and / or long service leave and / or whilst an employee is on income protection

This clause does not apply to an apprentice

56.3.1 This clause shall only apply where an employee:-

- 56.3.1(a)** is absent because they are in receipt of workers compensation benefits; or
- 56.3.1(b)** is absent because they are in receipt of a benefit provided in Clause 26 – Income Protection; or
- 56.3.1(c)** is absent because they are absent on leave without pay to enable them to take long service leave

even if a Third Party is paying all or part of the employees' weekly entitlements. In such circumstances, the level of contributions paid on behalf of each employee will be: -

	Registered Sprinkler Fitter	Sprinkler Fitter / Labourer
1 October 2020	\$190.00 Per Week	\$185.00 Per Week
1 October 2021	\$195.00 Per Week	\$190.00 Per Week
1 October 2022	\$200.00 Per Week	\$195.00 Per Week
1 October 2023	\$205.00 per week	\$200.00 Per Week

56.3.2 The superannuation contributions required to be paid under this clause shall cease after fifty - two (52) weeks.

57. Family and Domestic Violence Leave

57.1 This clause applies to all employees, including casuals.

Definitions

57.2 In this clause:-

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee (a reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner); or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee (a reference to a spouse or de facto partner includes a former spouse or de facto partner); or
- a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Entitlement to unpaid leave

57.3 An employee is entitled to five (5) days' unpaid leave to deal with family and domestic violence, as follows:-

57.3.1 the leave is available in full at the start of each twelve (12) month period of the employee's employment; and

57.3.2 the leave does not accumulate from year to year; and

57.3.3 is available in full to part-time and casual employees.

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

Taking unpaid leave

57.4 An employee may take unpaid leave to deal with family and domestic violence if the employee:-

57.4.1 is experiencing family and domestic violence; and

57.4.2 needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note:

1. The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

Service and continuity

- 57.5** The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

Notice and evidence requirements

Notice

- 57.5.1** An employee must give their employer notice of the taking of leave by the employee under Clause 57.4 The notice:-

- 57.5.1(a)** must be given to the employer as soon as practicable (which may be a time after the leave has started); and
57.5.1(b) must advise the employer of the period, or expected period, of the leave.

Evidence

- 57.5.2** An employee who has given their employer notice of the taking of leave under Clause 57.4 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in Clause 57.4.

Note:

1. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Confidentiality

- 57.6.1** Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under Clause 57.5.2 is treated confidentially, as far as it is reasonably practicable to do so.

- 57.6.2** Nothing in Clause 57.6.1, prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note:

1. Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information

Compliance

- 57.7** An employee is not entitled to take leave under Clause 57.4 unless the employee complies with Clause 57.5.

58. MEMBER BENEFITS /EMPLOYEE FIXED RATE CONTRIBUTION / INSURANCE & REDUNDANCY PAYMENTS

- i. If under this clause and or Clause 4.2 any excess contributions received will only be expended for Member Benefits.
- ii. The Enterprise will on behalf of each employee pay an amount per week described and listed in the tables below (to be collected by Incolink) to increase to Member Benefits, Redundancy and Insurance Benefits for Employees covered by this Agreement.
- iii. The amounts described in this Clause and in conjunction with Clause 4.2 of this Agreement form part of the wage increases detailed in Appendix A negotiated by the parties to this Agreement.
- iv. The payments listed in tables 58A, 58B & 58C below are payments achieved through the implementation of Clause 4.2 of this Agreement.

Note 1 : PORTABLE SICK LEAVE Refer to Clause 40 Portability of Sick Leave

- i. The current payment is \$1.40 per week per employee plus GST.
- ii. A further \$1.60 is paid as detailed in Clause 4.2 of this Agreement totaling a weekly amount from 1 October 2020 of \$3.00 per week, per employee. This amount is fixed and applies for the life of the Agreement.

Note 2: APPRENTICE CONTRIBUTION Refer to Clause 19.7.4 Apprentices

- a. From the 1st of October 2020 an Apprentice Contribution payment of \$2.00 per week will be paid by all employees.
- b. This \$2.00 payment is achieved by removing \$1.00 from Redundancy payments on 1 October 2020 from \$81.00 per week to \$80.00 per week. The remaining dollar is contributed as per Clause 4.2 of this Agreement.
- c. A further \$1.00 per year is applied as per Clause 4.2 of this Agreement and are as follows:
 - i. 1 October 2021 - \$3.00 per week per employee
 - ii. 1 October 2022 - \$4.00 per week per employee
 - iii. 1 October 2023 - \$5.00 per week per employee

Note 3: TRAINING LEVY Refer to Clause 46 Industry Training – Training Levy

- a) This Training Levy increases by the following amounts
 - i. 1 October 2020 - \$2.00 per week per employee excluding Apprentices
 - ii. 1 October 2021 - \$4.00 per week per employee excluding Apprentices
 - iii. 1 October 2022 - \$6.00 per week per employee excluding Apprentices
 - iv. 1 October 2023 - \$8.00 per week per employee excluding Apprentices.

Note 3.1: The increases to the Training Levy listed above form part of Clause 4.2 of this Agreement.

Note 4: INCOLINK REDUNDANCY PAYMENTS Refer to Clause 22.2 Redundancy Protection.

- a. The current Redundancy payment is \$81.00 per week per employee excluding Apprentices.
- b. Redundancy payments shall increase by \$20.00 per year for the life of this Agreement.
- c. The Redundancy payment paid for each employee covered by this Agreement excluding Apprentices shall increase as follows:
- d. 1 October 2020 – payment increased to \$100.00 per week per employee excluding Apprentices. This is an increase of \$20.00 per week from the current \$81.00 per week with \$1.00 per week being removed for the Apprentice contribution detailed in Clause 19.7.4 Apprentices and in Note 2 of this Clause. Further increases are as follows:
 - I. 1 October 2021 - \$120.00 per week per employee excluding Apprentices
 - II. 1 October 2022 - \$140.00 per week per employee excluding Apprentices.
 - III. 1 October 2023 - \$160.00 per week per employee excluding Apprentices.

Note 4.1: The increases to the Redundancy Payments listed above form part of Clause 4.2 of this Agreement.

Note 5: Employee & Family Welfare Support Refer to Clause 61

- a. From 1 October 2020 a payment of \$0.95 shall be paid per week per employee for Employees and their immediate Families benefit.
- b. This payment is fixed and payable for the life of this Agreement.
- c. This payment listed above forms part of Clause 4.2 of this Agreement.

Note 6: BILL PAYER Refer to Clause 60 Bill Payer Insurance.

- a. From 1 October 2020 a payment of \$1.00 per week per employee shall be paid to supply Bill Payer Insurance as described in Clause 60.

Note 6.1: This payment listed above forms part of Clause 4.2 of this Agreement.

Note 7: Income Protection Insurance Clause 26

- a. The current Incolink Income Protection contribution is from March 2019 - \$25.05
- b. The Income Protection increases by the following amounts
 - I. 1 October 2020 - \$1.95 per week per employee
 - II. 1 October 2021 - \$2.00 per week per employee
 - III. 1 October 2022 - \$1.50 per week per employee
 - IV. 1 October 2023 - \$1.00 per week per employee

Note 7.1 The increases to the Income Protection listed above form part of Clause 4.2 of this Agreement.

TABLE 58A

Employee fixed Rate Contribution Registered Sprinkler Fitter	Member Benefits Includes Clause 26 Income Protection Refer to Note 7	Redundancy Account Does not include current \$81.00 Clause 22.2 Refer to Note 4	Training Clause 46 Refer to Note 3	Apprentice Levy Clause 19.7.4 Refer to Note 2	Bill Pay Clause 60 Refer to Note 6	Employee Welfare Clause 61 Refer to Note 5	PSL Does not include Current \$1.40 Clause 40 Refer to Note 1
First Full Pay Period Commencing on or after 1 October 2020	\$2.15	\$20.00	\$2.00	\$1.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2021	\$7.85	\$40.00	\$4.00	\$2.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2022	\$13.55	\$60.00	\$6.00	\$3.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2023	\$19.25	\$80.00	\$8.00	\$4.00	\$1.00	\$0.95	\$1.60

TABLE 58B

Employee fixed Rate Contribution Apprentices	Member Benefits Includes Clause 26 Income Protection Refer to Note 7	Redundancy Account Clause 22.2	Training Clause 46	Apprentice Levy Clause 19.7.4 Refer to Note 2	Bill Pay Clause 60 Refer to Note 6	Employee Welfare Clause 61 Refer to Note 5	PSL Does not include Current \$1.40 Clause 40 Refer to Note 1
First Full Pay Period Commencing on or after 1 October 2020	\$2.29	\$0	\$0	\$1.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2021	\$8.13	\$0	\$0	\$2.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2022	\$13.97	\$0	\$0	\$3.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2023	\$19.81	\$0	\$0	\$4.00	\$1.00	\$0.95	\$1.60

TABLE 58C

Employee fixed Rate Contribution Sprinkler Fitter / Labourers	Member Benefits Includes Clause 26 Income Protection Refer to Note 7	Redundancy Account Does not include current \$81.00 Clause 22.2 Refer to Note 4	Training Clause 46 Refer to Note 3	Apprentice Levy Clause 19.7.4 Refer to Note 2	Bill Pay Clause 60 Refer to Note 6	Employee Welfare Clause 61 Refer to Note 5	PSL Does not include Current \$1.40 Clause 40 Refer to Note 1
First Full Pay Period Commencing on or after 1 October 2020	\$2.25	\$20.00	\$2.00	\$1.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2021	\$8.05	\$40.00	\$4.00	\$2.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2022	\$13.85	\$60.00	\$6.00	\$3.00	\$1.00	\$0.95	\$1.60
First Full Pay Period Commencing on or after 1 October 2023	\$19.65	\$80.00	\$8.00	\$4.00	\$1.00	\$0.95	\$1.60

59 INCOLINK MINIMUM INSURANCE REQUIREMENTS

Below are the minimum Insurance Requirements as per Agreement

Insurance Cover Minimum Requirements

Leisure Time Accident & Illness and Capital Benefits (Trauma)

Weekly Benefits – Leisure Time Accident and Illness

1.10.2020 – 1.10.2023

Circumstance	No Income Protection & Trauma (IPT) (1 st year)	No Income Protection & Trauma (IPT) (2 nd year)
With dependents	\$950	\$997.50
No dependents	\$730	\$766.50
Apprentice with dependents	\$650	\$682.50
Apprentice with no dependents	\$595	\$624.75

1.10.2020

Circumstance	Income Protection & Trauma (IPT) (1 st year)	Income Protection & Trauma (IPT) (2 nd year)
With dependents	\$1525	\$1601.25
No dependents	\$1375	\$1443.75
Apprentice with dependents	\$1125	\$1181.25
Apprentice with no dependents	\$1025	\$1076.25

1.10.2021

Circumstance	Income Protection & Trauma (IPT) (1 st year)	Income Protection & Trauma (IPT) (2 nd year)
With dependents	\$1525	\$1601.25
No dependents	\$1375	\$1443.75
Apprentice with dependents	\$1125	\$1181.25
Apprentice with no dependents	\$1025	\$1076.25

1.10.2022

Circumstance	Income Protection & Trauma (IPT) (1 st year)	Income Protection & Trauma (IPT) (2 nd year)
With dependents	\$1550	\$1627.50
No dependents	\$1400	\$1470.00
Apprentice with dependents	\$1150	\$1207.50
Apprentice with no dependents	\$1050	\$1102.50

1.10.2023

Circumstance	Income Protection & Trauma (IPT) (1 st year)	Income Protection & Trauma (IPT) (2 nd year)
With dependents	\$1550	\$1627.50
No dependents	\$1400	\$1470.00
Apprentice with dependents	\$1150	\$1207.50
Apprentice with no dependents	\$1050	\$1102.50

CPI Applied from 53rd week of claim: 5%

Waiting Period/Excess 2 weeks (14 days)

Benefit Period – Maximum Period

Up to 65 years of age 156 weeks
65 years of age to 70 years of age 104 weeks

Capital Benefits (Leisure time **Accident**)

Death Benefit: With dependants: \$40,000
 No dependants: \$20,000
 Child care in event of a death: Up to \$30,000

Note: Child Care Benefit covers in the event of death, of employee and/or spouse/partner.

Additional Capital Benefits

Items 2 to 13 With dependants: \$40,000
 No dependants: \$20,000

(Maximum Capital Benefit paid for any one Accident is \$40,000 for an employee with dependants and \$20,000 for an employee with no dependants)

Broken Bones – (Leisure Time Accident) Up to a maximum of \$8,000

Note 1: - The Leisure Time Injury benefits are not payable when an employee suffers an Injury whilst training for or playing in competitive club sport or activity organised by any sporting organisation, authority or club.

Note 2: - Benefits may be paid beyond the specified age limit. For example: - If employee is 69 at the time of the claim, the benefit would not cease when the employee turns 70.

Bill Payer – (Payable when on weekly benefits)

\$250 per Bill. Maximum \$5000 any one period of Disablement.

Journey Cover - Travelling to and from work) (where no entitlements to TAC or Workers Compensation)

Weekly Benefit: 100% gross of pre-disability earnings up to a maximum of \$2000 per week

Benefit Period

Up to 65 years of age	156 weeks
65 years of age to 70 years of age	104 weeks

Capital Benefits

Death Benefit:	With dependants:	\$100,000
	No dependants:	\$50,000
	Child care in event of a death:	Up to \$30,000

Note: Child Care Benefit covers in the event of death of employee and/or spouse/partner.

Additional Capital Benefits

Items 2 to 13	With dependants:	\$100,000
	No dependants:	\$50,000

(Maximum capital benefits paid for any one accident is \$100,000 for an employee with dependants and \$50,000 for an employee without dependants.)

Note: Covers employees where the employee suffers an injury whilst in direct travel to and from work. Must occur during a journey. Does not give rise to entitlements to compensation under any statutory workers compensation or motor accident scheme

Journey Cover - TAC Top up (whilst travelling to and from work and where entitled to TAC)

Weekly Benefit: 100% gross of pre-disability earnings up to a combined maximum of \$1500 per week (as determined by the legislation governing the relevant statutory transport accident scheme)

Benefit Period

Up to 70 years of age	104 weeks
-----------------------	-----------

(Top-Up Benefit will cease when the TAC stop payments, or to maximum)

Note: Cover applies where an employee suffers and injury whilst in direct travel to and from work in a registered vehicle and/or accident involving trams, buses and/or trains and claim for weekly benefit has been accepted with the statutory motor authority.

Workers Compensation Top-Up & Death & Capital Benefits (Trauma)

Provides cover to the employee who has a workplace accident and has been accepted by an Australian jurisdiction statutory workers compensation scheme.

- Must occur during working hours; and
- Must give rise to an entitlement to compensation under any statutory workers compensation scheme

Waiting Period/Excess 52 weeks

Benefit Period – Maximum Period

Up to 70 years of age 78 weeks

Weekly Benefit

To a combined maximum of \$1500 per week calculated by difference between the gross payment of WorkCover and the PIAWE. (As determined by the legislation governing the relevant statutory workers compensation scheme)

Capital Benefits

Death Benefit:	With dependants:	\$400,000
	No dependants:	\$200,000

Additional Capital Benefits

Items 2 to 30	With dependants:	\$400,000
	No dependants:	\$200,000

(Maximum capital benefits paid for any one accident is \$400,000 for an employee with dependants and \$200,000 for an employee without dependants.)

Exclusions: (do not apply to Funeral, Dental & Emergency Transport)

- Pregnancy, childbirth or miscarriage, or any complication arising from any of those conditions;
- War, whether declared or not, invasion, or civil war, rebellion or insurrection;
- Any act of terrorism, regardless of any cause or event contributing to concurrently or in any other sequence to the loss;
- Intentional self-injury or suicide or any attempt at suicide
- Flying or other aerial activity, unless a passenger in a properly licensed aircraft;
- The employees criminal or illegal act
- Training for, or playing, in any professional, or non-professional sport or activity organised by any sporting organisation, authority, club or centre;
- The employees use of alcohol, unless the drugs have been prescribed by a registered medical practitioner and used as per the registered medical practitioners instructions;
- An injury that occurs to an employee after the employee's 70th birthday.

Note: - No payments will be made while an employee is serving a prison sentence or remanded in custody or is outside Australia.

Depression/Mental Disorders Conditions

Full benefits.

Degenerative Conditions

Full benefits.

Pre-existing conditions

Any medical condition for which the employee has required medication, or any treatment or advice from a doctor, chiropractor or physiotherapist in the six (6) months before

- The commencement of the employee over, or;
- The resumption of the employees cover following a period of at least six (6) consecutive months.

Note: - insurance program subject to the Full terms and conditions of the Insurance policy.

Discretionary Covers (As per Incolink Discretionary Guidelines)

Funeral cover: \$9,000
(employee only & nine (9) month rule applies)

Accidental Dental

With dependants (4 claims per year): \$2,250 per claim
No dependants (2 claims per year): \$2000 per claim

Note:

1. Includes spouse/partner & dependent children
2. Must be an accident
3. Nine (9) month rule applies

Emergency Transport

Per Road Transport \$12,000 any one claim
Per Air Transport \$15,000 any one claim

Note:

1. Includes spouse/partner & dependent children
2. Nine (9) month rule applies

Note: - Discretionary covers subject to the respective Incolink Funeral, Dental and Emergency Transport Guidelines.

60 BILL PAYER INSURANCE

60.1 If an employee is in receipt of a benefit under Clause 25 – Insurance and suffers a disability for a period of more than fourteen (14) days, the employee shall have access to a benefit provided by Incolink to reimburse domestic bills which the employee receives and pays during their disablement.

60.2 This policy will reimburse up to \$250 per bill up to a maximum of \$5,000 for all bills for anyone (1) period of disablement.

60.3 The Employer will pay \$1.00 per week (from 1 October 2020) per employee for the life of the Agreement in accordance with the Incolink Trust Deed.

60.4 This payment forms part of Clause 4 and is detailed in Clause 58 of this Agreement.

61. EMPLOYEE AND FAMILY WELFARE SUPPORT

The Employer will make a weekly contribution to the Nominated Redundancy Fund (or any other fund of which Incolink is Trustee and nominated by it to receive the contribution) for the purpose of funding and/or sponsoring activities (at the determination of the Trustee of the said fund) that support the welfare of all Employees and their families in the Industry. This contribution is calculated based on the number of Employees employed by the Employer at the rate of \$0.95 per Employee, per week.

This payment forms part of Clause 4 and is detailed in Clause 58 of this Agreement.

SIGNATORIES

For and on behalf of the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Service Union of Australia (CEPU) and the Employees of the Enterprise:

Signature	
Name	Earl Setches
Position	State Secretary
Company	CEPU Victoria Plumbing Division.
Address	52 Victoria Street, Carlton South, VIC
Date	

Signatories for and on behalf of the Enterprise:

Signature	
Name/Position	
ABN/ACN NO.	
Company	
Address	
Date	

APPENDIX A – WAGES AND ALLOWANCES**A1. WAGES****A1.1 Registered Sprinkler Fitter**

	1 March 2019	1 October 2020	1 March 2021	1 March 2022	1 October 2022	1 March 2023
Hourly Rate	\$49.08	\$49.85	\$50.62	\$51.39	\$51.39	\$53.14
Total Weekly Rate	\$1,766.88	\$1,794.60	\$1,822.32	\$1,850.04	\$1,850.04	\$1,913.04
Fares (per day)	\$22.93	\$23.39	\$23.85	\$24.31	\$24.31	\$24.77
Travel (per day)	\$49.08	\$49.85	\$50.62	\$51.39	\$51.39	\$53.14
Registration Flat Weekly Rate	\$38.27	\$38.27	\$38.27	\$38.27	Converts to All- purpose	
Registration All Purpose per hour					\$1.06	\$1.06
Overtime Hourly rate (Double Time)					\$104.90	\$108.40
Overtime Hourly rate (Double Time and a Half)					\$131.25	\$135.50
Hourly rate for Leave					\$52.45	\$54.20
Service/Testing/ Site Allowance (per hour)	\$3.00	\$3.05	\$3.10	\$3.15	\$3.15	\$3.20

A1.2 Sprinkler Fitter / Labourer

	1 March 2019	1 October 2020	1 March 2021	1 March 2022	1 March 2023
Hourly Rate	\$39.64	\$40.03	\$40.42	\$40.81	\$41.99
Total Weekly Rate	\$1,427.04	\$1,441.08	\$1,455.12	\$1,469.16	\$1,511.64
Fares (per day)	\$22.93	\$23.39	\$23.84	\$24.31	\$24.77
Travel (per day)	\$29.76	\$30.65	\$31.54	\$32.43	\$33.92
Registration (All purpose)	\$0	\$0	\$0	\$0	\$0
Service/Testing/ Site Allowance (per hour)	\$0	\$0	\$0	\$0	\$0

Apprentice Wages**A1.3 4TH YEAR APPRENTICE**

	1 March 2019	1 October 2020	1 March 2021	1 March 2022	1 March 2023
Hourly Rate	\$39.70	\$40.70	\$41.70	\$42.70	\$44.49
Total Weekly Rate	\$1,429.20	\$1,465.20	\$1,501.20	\$1,537.20	\$1,601.64
Fares (per day)	\$22.93	\$23.39	\$23.84	\$24.31	\$24.77
Travel (per day)	\$29.76	\$30.65	\$31.54	\$32.43	\$33.92
Registration (All purpose)	\$0	\$0	\$0	\$0	\$0
Service/Testing/ Site Allowance (per hour)	\$3.00	\$3.05	\$3.10	\$3.15	\$3.20

A1.4 3RD YEAR APPRENTICE

	1 March 2019	1 October 2020	1 March 2021	1 March 2022	1 March 2023
Hourly Rate	\$33.07	\$33.87	\$34.67	\$35.47	\$36.93
Total Weekly Rate	\$1,190.52	\$1,219.32	\$1,248.12	\$1,276.92	\$1,329.48
Fares (per day)	\$22.93	\$23.39	\$23.84	\$24.31	\$24.77
Travel (per day)	\$24.80	\$25.54	\$26.28	\$27.02	\$28.26
Registration (All purpose)	\$0	\$0	\$0	\$0	\$0
Service/Testing/ Site Allowance (per hour)	\$3.00	\$3.05	\$3.10	\$3.15	\$3.20

A1.5 2ND YEAR APPRENTICE

	1 March 2019	1 October 2020	1 March 2021	1 March 2022	1 March 2023
Hourly Rate	\$24.25	\$24.79	\$25.33	\$25.87	\$26.89
Total Weekly Rate	\$873.00	\$892.44	\$911.88	\$931.32	\$968.04
Fares (per day)	\$22.93	\$23.39	\$23.84	\$24.31	\$24.77
Travel (per day)	\$18.18	\$18.72	\$19.26	\$19.80	\$20.71
Registration (All purpose)	\$0	\$0	\$0	\$0	\$0
Service/Testing/ Site Allowance (per hour)	\$3.00	\$3.05	\$3.10	\$3.15	\$3.20

A1.6 1ST YEAR APPRENTICE

	1 March 2019	1 October 2020	1 March 2021	1 March 2022	1 March 2023
Hourly Rate	\$22.06	\$22.53	\$23.00	\$23.47	\$24.38
Total Weekly Rate	\$794.16	\$811.08	\$828.00	\$844.92	\$877.68
Fares (per day)	\$22.93	\$23.39	\$23.84	\$24.31	\$24.77
Travel (per day)	\$16.56	\$17.06	\$17.56	\$18.06	\$18.89
Registration (All purpose)	\$0	\$0	\$0	\$0	\$0
Service/Testing/S ite Allowance (per hour)	\$3.00	\$3.05	\$3.10	\$3.15	\$3.20

Adult Apprentices.

The hourly rate for an Adult Apprentice is based on the Federal Minimum wage.
The Fair Work Commission makes a decision on a % increase to apply to this minimum wage in July of each year. Currently the 1st year hourly rate is above the minimum.

- (i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay by virtue of entering into a training agreement.
- (ii) For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in clause 19.

A2. Allowances Schedule The allowances listed below apply:

Allowances	Clause	Per	1/03/19	1/10/20	1/03/21	1/03/22	1/03/23
Leading Hands:	A.6						
- under direct supervision up to 10 persons		week	\$61.90	\$63.14			
- under direct supervision more than 10 persons		week	\$76.87	\$78.41			
- in sole charge outside city/suburbs up to 10 persons		week	\$76.87	\$78.41			
- in sole charge outside city/suburbs more than 10 persons		week	\$87.44	\$89.19			
Acid furnaces	A.9.9	hour	\$2.69	\$2.74			
Asbestos - Materials	A.9.8.1	hour	\$0.91	\$0.93			
- Eradication	A.9.8.2	hour	\$2.50	\$2.55			
Bitumen work	A.9.2	hour	\$0.87	\$0.89			
Cold Work	A.9.11	hour	\$0.77	\$0.79			
Explosive Powered Tools	A.9.1	day	\$1.78	\$1.82			
Fumes	A.8.7	hour	\$0.87	\$0.89			
Hospital/morgues - Minimum	A.9.12.3	day	\$0.49	\$0.50			
- Infectious Disease Hospitals	A.9.12.1	hour	\$0.05	\$0.06			
- Morgues	A.8.12.2	hour	\$0.07	\$0.08			
Hot work - 46 – 54 degrees C	A.9.10	hour	\$0.73	\$0.75			
- > 54 degrees C	A.8.10	hour	\$0.91	\$0.93			
Insulation	A.9.6	hour	\$0.87	\$0.89			
Laser Safety Officer	A.9.15	day	\$3.08	\$3.14			
Scaffold licence/certificate	A.9.5	week	\$20.45	\$20.86			
Service / Testing / Site	A.11	hour	\$3.00	\$3.05			
Ship work – Sprinkler Fitter / Fire Protection Worker	A.9.3	week	\$20.46	\$20.87			
Ship work - others	A9.3	week	\$14.99	\$15.29			
Towers							
- above 15 meters	A 9.13	hour	\$0.77	\$0.79			
- each additional 15 meters	A.9.13	hour	\$0.77	\$0.79			
- Oxy-acetylene	A.9.4	hour	\$1.79	\$1.84			
Vehicle - use of own	A.12	k/m	\$1.18	\$1.20			
Welding Allowance Electric	A.9.4	hour	\$2.00	\$2.00			
First Aid	A.14	day	\$3.19	\$3.25			
Altona Allowance	A.15	hour	\$1.46	\$1.49	\$1.52	\$1.55	\$1.58
Distant work/ Living away from home	A.10						
- Board/Accommodation not provided	A10	day	\$179.40	\$182.99	\$186.58	\$190.17	\$193.76
- Board/Accommodation provided	A10	day	\$41.40	\$42.23	\$43.06	\$43.89	\$44.72
- Return Journey	A10	day	\$25.73	\$26.24	\$26.75	\$27.26	\$27.77
- Weekend Return Home	A10	day	\$44.05	\$44.93	\$45.81	\$46.69	\$47.57
- Meals	A10	day	\$20.70	\$21.11	\$21.52	\$21.93	\$22.34
- CAMPING							
per day	A10		\$30.38	\$30.99	\$31.60	\$32.21	\$32.82
per week	A10		\$211.28	\$215.51	\$219.74	\$223.97	\$228.20

On call							
- On-call - Permanent on roster	35(a)	week	\$55.98	\$57.10	\$58.22	\$59.34	\$60.46
- On-call - Other - Mon to Friday	35(b)	night	\$6.03	\$6.15	\$6.27	\$6.39	\$6.51
- On-call - Other - W/ends & Hols	35(c)	night	\$41.34	\$42.17	\$43.00	\$43.83	\$44.66

A.3 Demolition Work

A.3.1 Where employees covered by this agreement are employed on a Site where demolition work is taking place and those employees are affected by such demolition, they shall be paid as per AD.3.2.

AD.3.2 This allowance shall increase during the life of the Agreement as follows: -

- from the first pay period on or after 1 October 2019 \$7.10 per hour
- from the first pay period on or after 1 October 2020 \$7.50 per hour

AD.3.3 The demolition allowance shall be payable in lieu of the relevant Site Allowance and Asbestos related Allowances in this Agreement.

AD.3.4 For years 2021, 2022 & 2023 rises will be as per CPI through All Groups Melbourne calculated in December of each year and implemented March 1 of the following year.

AD 3.5 Victorian Special Project / Major Infrastructure Projects

A productivity Allowance of \$1.00 all-purpose per hour and increased as below shall apply to the following Victorian Infrastructure Projects.

Melbourne Metro Rail Project
Westgate Tunnel Project
North East Link

1 October 2020 - \$2.00
1 March 2021 - \$3.00
1 March 2022 - \$3.50
1 March 2023 - \$4.00

A.4 Multi-story Housing Commission Allowance

Where employees covered by this agreement are employed in connection with Multi-Story Commission flats employee/s shall receive the minimum site allowance of \$3.60 per hour in lieu of relevant Site Allowance.

This allowance will be adjusted by the CPI (All Groups, Melbourne), effective **from** 1 October 2019 and for each subsequent year thereafter according to the above CPI movement for the preceding period July to June in each year

A.5 Hepatitis A & B Shots

Employees shall be offered Hepatitis A shots and/or Hepatitis B shots if they may be required to work in those areas where Hepatitis A and/or Hepatitis B may be contracted.

A.6 Industry disability allowance and space, height and dirt money allowance

A.6.1 This Allowance is Included in the hourly rates in Appendix A - Wages & Allowances
Allowances

Industry disability allowance (as defined)

Space, height and dirt money (as defined)

A.6.2 Sprinkler Fitter / Fire Protection Workers adjustment

This Allowance is Included in the hourly rates in Appendix A - Wages & Allowances

Allowances

Sprinkler Fitter / Fire Protection Worker

Sprinkler Fitter/Fire Protection Worker's assistant

A.6.3 Registration allowances

A sprinkler fitter who is the holder of a certificate of registration issued by the Victorian Building Authority shall be paid an allowance detailed in Appendix A – Wages & Allowances per week to compensate for the responsibility imposed by holding and maintaining such certificate of registration. This Allowance becomes an All-Purpose Allowance on October 1 – 2022.

A.7 Leading hand allowance

A.7.1 Leading hands shall be paid the additional allowances as detailed in A2:

A.8 Multi-storey allowance

A.8.1 Eligibility

A multi-storey allowance will be paid to all employees on site engaged in construction or renovation of a multi-storey building, to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multi-storey building.

Definitions

A.8.2 For the purposes of this Clause of the Agreement:-

complete means the building is fully functional and all work which was part of the principal contract is complete.

floor level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level.

a **multi-storey building** is a building which will, when complete, consist of five (5) or more storey levels.

a **plant room** situated on the top of a building will constitute a further storey level if the plant room occupies twenty-five per cent (25%) of the total roof area or an area of one hundred (100) square metres whichever is the lesser.

renovation work is work performed on existing multi-storey buildings, (as defined) and such work involves structural alterations which extend to more than two (2) storey levels in a building and at least part of the work to be performed is above the fourth (4th) floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

a **storey level** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and will include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors).

A.8.3 Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, raft hangars, large stores, etc.) and which exceed fifteen (15) metres in height may be covered by this subclause, or by Clause A9.13 – Towers allowance by agreement or, where no agreement is reached, by determination of the FWC.

A.8.4 An allowance will be paid for work:-

- from the commencement of the building to the 15th floor level; and
- from the 16th floor level to the 30th floor level; and
- from the 31st floor level to the 45th floor level; and
- from the 46th floor level to the 60th floor level; and
- from the 61st floor level and beyond.

The allowance payable at the highest point of the building will continue until completion of the building.

The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one (1) of the following components of the building - structural steel, re-enforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.

Rates

A.8.5(a) The following rates will be payable until the first pay period on or after 1 October 2019: -

- from commencement of building to 15th floor \$0.59 per hour
- from 16th floor to 30th floor level \$0.70 per hour
- from 31st floor level to 45th floor level \$1.09 per hour
- from 46th floor level to 60th floor level \$1.41 per hour
- from 61st floor level onwards \$1.75 per hour

A.8.5(b) Multistorey Work Allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve-month period ending the previous December quarter effective as of 1 March from 2021 onwards, rounded to the nearest cent.

- from the first pay period on or after 1 October 2019.
- from the first pay period on or after 1 October 2020.
- from the first pay period on or after 1 March 2021.
- from the first pay period on or after 1 March 2022.
- from the first pay period on or after 1 March 2023

A.8.6 Service cores

A.8.6.1 All employees employed on a Service core at more than 15 metres above the highest point of the main structure shall be paid the multi-storey rate appropriate for the main structure plus the allowance prescribed in A.9.13 (Towers Allowance) calculated from the highest point reached by the main structure to the highest point reached by the Service core in any one day period. (*i.e. for this purpose, the highest point of the main structure shall be regarded as though it were the ground in calculating the appropriate Towers Allowance*).

A.8.6.2 Employees employed on a Service core no higher than 15 metres above the main structure shall be paid in accordance with the multi-storey allowance prescribed herein.

A.8.6.3 Provided that any section of a Service core exceeding 15 metres above the highest point of the main structure shall be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

A.9 Special Rates

The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty addition.

A.9.1 Explosive powered tools

An employee being a qualified operator of any explosive powered tools who is required to use such powered tool shall be paid as per rate in A2 for each day on which he/she uses such a tool.

A.9.2 Bitumen work

An employee handling hot bitumen or asphalt or dipping materials in creosote shall as per rate in A2 per hour extra.

A.9.3 Work in ships

Employees engaged on work in ships (over sixty feet in length) shall be paid as per rate in A2

A.9.4 Welding qualification

An employee who is requested by his/her employer to hold the relevant qualifications required by the various State Government bodies or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by his/her employer to act on such qualifications, shall be paid as per rate in A2 for oxy-acetylene welding and as per rate in A2 for electric welding for every hour of his/her employment whether or not he/she has in any hour performed work relevant to those qualifications held. This allowance is capped at \$2.00 per hour for multiple qualifications that are used.

A.9.5 Scaffolder's licence or certificate

An employee who is the holder of a current Scaffolder's Licence or Certificate and is appointed responsible by the employer for the erection of scaffolding on site shall be paid as per rate in A2.

A.9.6 Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite, or other recognised insulating material of a like nature, associated with similar disabilities in its use, as per rate in A2 per hour or part thereof. This extra rate shall also apply to an employee in the immediate vicinity who is affected by the use of such materials.

A.9.7 Fumes

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes (including benzol) are present shall be paid as per rate in A2 per hour or part thereof.

A.9.8 Asbestos

A.9.8.1 Asbestos materials

Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate Occupational Health Authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employee shall be paid an allowance as per rate in A2 whilst so engaged.

A.9.8.2 Asbestos eradication

Employees engaged in work involving the removal or any other method of neutralisation of any material which consist of, or contain asbestos shall be paid, in addition to the rates prescribed, as per rate in A2 worked in lieu of special rates prescribed in this agreement with the exception of Hot Work, Cold Work and Service Work.

A.9.9 Acid

An employee required to work on acid furnaces, acid stills or acid towers shall be paid as per rate in A2 whilst so engaged.

A.9.10 Hot work

An employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius shall be paid as per rate in and exceeding 54° Celsius as per rate in A2. Where such work continues for more than 2 hours the employee shall be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this sub-clause.

A.9.11 Cold work

An employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius shall be paid as per rate in A2. Where such work continues for more than 2 hours, the employee shall be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this sub-clause.

A.9.12 Infectious diseases or morgues

An employee when engaged in repairs, demolition and/or maintenance of any of the following places:

- A.9.12.1** Any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases shall be paid as per rate in A2;
- A.9.12.2** Morgues: If the employee is working inside a morgue in which one or more dead bodies are not in refrigeration, he/she shall be paid as per rate in A2;
- A.9.12.3** Provided that the additional payments set out in A.9.12.1 and A.9.12.2 above shall not in **any** event be less than 35 cents per day or part thereof.

A.9.13 Towers allowance

An employee working a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres as per rate in A2 and as per rate in A2 for work above each further 15 metres.

A.9.14 Mt Isa Mines industry allowance

Employees engaged at Mt Isa Queensland, shall be paid an additional amount of \$58.04 per week.

A.9.15 Laser Safety Officer Allowance

Where an employee is qualified to perform duties associated with laser safety and has been appointed by his/her employer to carry out the duties of a Laser Safety Officer as defined in Australian Standards 2211-1991 and 2397-1993, s/he shall be paid an allowance as per rate in A2 whilst carrying out such duties. It shall be paid as a flat amount without attracting any premium or penalty. This clause does not apply to persons other than appointed Laser Safety Officers.

A.10 Distant Work/Living Away from Home Allowance

Where the work is at such a distance from the employee's usual place of residence and he/she is unable to reasonably travel to and from his/her residence each day

Where the employer sends an employee to work at a distant project, the employee may elect to:-

- A10.1** have a single room with ensuite in a well kempt establishment with two adequate meals each day provided by the employer and a per day allowance in accordance with Clause A2 - Payments for out of pocket expenses; or
- A.10.2** be paid an allowance in accordance with Clause A2. - Payments per day (paid for any part of the day) from the employer.
- A10.3** Where an employee is requested to work at a distant project where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation, alternative arrangements will be made with the consent of the employee.
- A10.4** At the time of engagement, the employee will provide, on the employer's request, details of his/her usual place of residence, being:
 - the address of the place of residence at the time of application; and
 - the address of a separately maintained residence, if applicable.

The employer will not exercise undue influence, for the purpose of avoiding its obligations under the Agreement, to persuade the employee to give a false address. No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees.

Travelling expenses

- A10.5** An employee who is sent by the employer or selected or engaged by the employer or agent to go to a job which qualifies him/her to the provision of this clause will not be entitled to any of the allowances prescribed for fares and travelling time in accordance with Clause A2 -

Payments, for the period occupied in travelling from his/her usual place of residence to the distant job, but in lieu thereof will be paid:-

Forward journey

- A10.6.1** For the time spent in so travelling, at ordinary rates up to a maximum of eight (8) hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- A10.6.2** For the amount of a fare on the most common method of public transport to the job (bus; air; rail with sleeping berths if necessary), and any excess payment due to transporting his/her tools if such is incurred.
- A10.6.3** For any meals incurred while travelling, a meal allowance in accordance with Clause A2 - Allowances.
- A10.6.4** The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues his/her employment within two (2) weeks of commencing on the job and who does not forthwith return to his/her place of engagement.

Return journey

- A10.6.5** For the time spent in so travelling, at ordinary rates up to a maximum of eight (8) hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- A10.6.6** For the amount of a fare on the most common method of public transport to the job (bus; air; rail with sleeping berths if necessary), and any excess payment due to transporting his/her tools if such is incurred.
- A10.6.7** For any meals incurred while travelling, a meal allowance in accordance with Clause A2 - Allowances.
- A10.6.8** An amount in accordance with Clause A2 - Payments to cover the cost of transporting him/herself and his/her tools from the main public transport terminal to his/her usual place of residence.
- A10.6.9** The above return journey payments will not be paid if the employee terminates or discontinues his/her employment within two (2) months of commencing on the job, or if the employee is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

Daily fares allowance

- A10.7** An employee engaged on a job which qualifies him / her to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) will be paid the Fares Allowance prescribed in Appendix A – Wages & Allowances.

Weekend return home

- A10.7.1** An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his / her representative, no later than Tuesday of each week, of his / her intention to return to his / her usual place of residence at the weekend and who returns to his / her usual place of residence for the weekend, will be paid an allowance in accordance with A2 for each occasion.
- A10.7.2** Clause A10.7.1 will not apply to an employee who is receiving the payment prescribed in Clause A2 in lieu of board and lodging being provided by the employer or who is receiving a camping allowance prescribed in accordance with Clause A2 - Allowances.

- A10.7.3** When an employee returns home for a weekend or part of a weekend and does not absent him/herself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in Clause A10.7.2 will be made.

Construction camps

Camp and caravan accommodation

- A10.8.1(a)** Where an employee is engaged on the construction of projects which are located in areas where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working of shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp or caravan accommodation the employer must reimburse all costs associated with the employee arranging and providing such camp or caravan accommodation.

- A10.8.1 (b)** Clause will not apply where the employer provides appropriate camp or caravan accommodation.

Camping allowance

- A10.8.2** An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance in accordance with Clause A2 - Payments for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee will be paid a per day allowance in accordance with Clause A2 - Payments including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday.

- A10.8.3** If an employee is absent without the Enterprise's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

Camp meal charges

- A10.8.4** Where a charge is made for meals in a construction camp, such charge will be fixed by agreement between the parties.

Rest and recreation

Rail or road travel

- A10.9.1** An employee who proceeds to a job which qualifies him/her to the provisions of this subclause, may, after two (2) months continuous service and thereafter at three monthly (3) periods of continuous service-return to his/her usual place of residence at the weekend.

- A10.9.2** If the employee does so, the employee will be paid the amount of a bus or return railway fare to the bus or railway station nearest his/her usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

- A10.9.3** Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight (28) days after expiration of any such period of two (2) or three (3) months, then the provisions of this subclause will not be applicable.

Limitation of entitlement

- A10.9.4** The entitlement under Clause A10.9.1, will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of

the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two (2) months later. (Proof of such written notice will lie with the employer).

Variable return home

- A10.9.5** In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

No payment in lieu

- A10.9.6** Payment of fares and leave without pay as provided for in this subclause will not be made unless availed of by the employee.

Termination

- A10.10** An employee will be entitled to notice of termination in sufficient time to arrange suitable transport at termination or will be paid as if employed up to the end of the ordinary working day before transport is available.

Definitions

- A10.11** For the purpose of this clause,

a **distant project** is one where the location of the on-site project work is such that because of its distance or because of the travelling facilities available to and from the location it is reasonably necessary for an employee to live and sleep at some place other than his/her usual place of residence.

service will be deemed to be continuous despite an employee's absence from work as prescribed in this clause or as prescribed in Clause 9 of this Agreement.

travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

A.11 Service/Testing/Site

A minimum site allowance per hour worked shall be paid as a Service/Testing/Site Allowance as per rate in A2 to Sprinkler Pipe Fitters and Apprentices in lieu of allowances for service work and for any site related disabilities in lieu of site Allowance:

A.12 Fares and Travel Allowance

The allowance prescribed in this clause will not be taken into account in calculating overtime, penalty rates, annual or personal leave

Travel time

- A.12.1** Subject to Clause A.12.2 employees will be paid a travel allowance and / or a fares allowance as prescribed in this Appendix for each day on which they present themselves for work.

Summary of entitlement to fares and travel

A.12.2 In what situations is the travel allowance and / or the fares allowance payable?

Situation	Travel Allowance	Fares Allowance
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 and finish at the workshop	Yes	No
Where the employer provides or offers to provide transport from an agreed picking-up place to his / her place of work	Yes	No
RDOs	Yes	Yes
Annual Leave	No	No
Public Holidays	No	No
Sick Leave	No	No
Apprentices Attending Trade School	Yes	Yes
Picnic Day	No	No

A.12.3 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.

Travel in own time

A.12.4. **An employee shall be paid the**

A12.4.(a) the travel allowance and / or the fares allowance in Appendix A1 – Wages & Allowances.

Commencing / finishing at workshop

A.12.5 In the case of an employee who is normally required to report for and finish work at the employer's workshop and is transported to and from any job by the employer allowances will be paid in accordance with Table A.13.4

Employee provided with vehicle

A.12.6 Where an employee is provided with a vehicle for his / her use as transport to and from his / her home to the centre of employment to commence and cease work at the usual commencing and finishing times within which ordinary hours may be worked the employee will be entitled to the travel allowance (there is no entitlement to the fares allowance).

A.12.7 Where an employee is provided with a vehicle for his / her use in travelling to and from his / her home to the job site within the radii to commence and finish work at the usual commencing and finishing time within which ordinary hours may be worked the employee will be entitled to the travel allowance (there is no entitlement to the fares allowance).

Transport during working hours

A.12.8 Where an employee is required by the employer to travel to any other job site during the course of his/her 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.

- A.12.9** Where the employer requests an employee to use his/her own car to affect such a transfer and such employee agrees to do so the employee will be paid an allowance in accordance with Table A.13.4.

Travel beyond-radius

- A.12.10** Subject to Clause A.13, when working on jobs beyond the radius from the centre for employment an employee may (where applicable) be paid: -

- A.12.10(a)** the travel allowance, and
A.12.10(b) an allowance for the additional travelling time calculated at the ordinary time rate of pay for the time required to travel from the radius to the job site and to travel back from the job site to the radius (calculated at a speed not exceeding the legal speed limit) with a minimum payment of a quarter (1/4) of an hour for each such journey; and
A.12.10(c) the fares allowance; and
A.12.10(d) where the employee provides his / her own transport, an additional allowance in accordance with Table A.13.4 - Payments, per kilometre, will be payable for the additional distance travelled required to travel from the radius to the job site and to travel back from the job site to the radius.

Distant work

- AB.12.11** When an employee is required to travel from his / her normal place of employment or his / her normal place of residence to a distant job the employee will be reimbursed for all travelling expenses incurred.
- A.12.12** 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 that of second-class travel.
- A.12.13** 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 (8) hours in any one (1) day.
- A.12.14** Where the employee is not accommodated on the actual site of the distant job his / her place of accommodation will become the centre of employment and fares and travelling time will be paid as prescribed by Table A.13.4 & Clause A.12.10

Entitlement

- A.12.15** 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 Clause 31 – Hours of Work, an employee will receive the travel allowance and / or fares allowance that the employee would normally be paid if the employee worked for the day.

Toll Costs

- A.12.16** Where the employer provides the employee with an employer vehicle for work purposes and the employer requires the employee to use the toll roads the employer will be responsible for all toll costs.
- A.12.17** The employer will reimburse the employee for all 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 his / her own vehicle at the employer's request. When the employer requests an itemised account, the employer will reimburse the employee for the costs of obtaining that account.

A.13 Local Employee or Local Employees

This clause shall not apply to an employee who was employed by the employer prior to the employer starting work on the beyond the radius job

A.13.1 Where the employer is working on a job that is beyond the radius from their centre of employment (**beyond the radius job**) and has employed an employee or employees who reside locally (**local employee or local employees**) to work on the beyond the radius job, the employer shall only be obliged to pay the local employee or local employees, whilst they are working on that beyond the radius job:-

A.13.1(a) the travel allowance and / or the fares allowance in Appendix A1 – Wages & Allowances

but not:-

A.13.1(b) the additional travel time (travel beyond the radius) allowance in Appendix A.12.10(b); and

A.13.1(c) the additional fares per kilometre (travel beyond the radius) allowance in Appendix A.12.10(d).

A.13.2 Where the local employee or local employees ceases to work on the beyond the radius job they shall be entitled to:-

A.13.2(a) the Fares Allowance and the Travel Allowance in Appendix A – Wages & Allowances and

A.13.2(b) the additional travel time (travel beyond the radius) allowance in Appendix A.12.10(b); and

A.13.3(c) the additional fares per kilometre (travel beyond the radius) allowance in Appendix A.12.10(d); or

Payments

A.13.3 The following amounts will be payable:-

Fares Allowance – The fares allowance is specified in Appendix A1 – Wages & Allowances

Travel Allowance The Travel allowance is specified in Appendix A1 – Wages & Allowances

Table A.13.4	Travel Outside Radius	Travel During Work Hours
Until the first pay period on or after 1 March 2019	\$0.62 (Per kilometre)	\$1.18 (Per kilometre)
From the first pay period on or after 1 August 2020	\$0.63 (Per kilometre)	\$1.20 (Per kilometre)
From the first pay period on or after 1 March 2021	\$0.64 (Per kilometre)	\$1.22 (Per kilometre)
From the first pay period on or after 1 March 2022	\$0.65 (Per kilometre)	\$1.24 (Per kilometre)
From the first pay period on or after 1 March 2023	\$0.66 (Per kilometre)	\$1.26 (Per kilometre)

Note The rates in the above table will be increased by the CPI from the Private Motoring Sub - Group as used by the FWC to vary the *transport allowances* in the PFS Award.

A.13.5 Definitions

For the purpose of this Agreement the Centre of Employment shall mean either:

- the employer's normal base establishment or workshop; and / or
- the G.P.O., or Principal Post Office of the cities of Ballarat, Bendigo, Geelong or Melbourne if the employer's base establishment or workshop is within the defined radius from the said Post Office; and / or
- the local Post Office closest to the employer's establishment or workshop beyond the defined radius of the Post Offices listed above; and / or
- in the case of employees sent to a distant job the place at which such employees are domiciled with the approval of the employer, for that distant job.

The employer having selected one of the above as the centre will not change that centre without one (1) month's prior notice to each employee.

Note: An employer may have multiple Centre's of Employment at any time, but an employee can only have one (1) Centre of Employment at any time.

Radii – the radius will be seventy - five (75) kilometres.

A.14 First Aid

An employee who is qualified in first aid and is appointed by his/her employer to carry out first aid duties in addition to his/her usual duties shall be paid as per rate in A2.

A.15 Altona Petro-Chemical Allowance

An employee working on construction work (as defined) within an eight km radius from the intersection of Kororoit Creek Road and Millers Road, Altona will, when employed on chemical or petro-chemical plant or on commercial or industrial construction jobs within one km of the nearest part of such plants or within the perimeter of storage tank farms be paid an all-purpose allowance as per rate in A2.

A16. Site Allowance Procedure

A16.1 This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria. Further, it is expressly agreed by the parties to this Agreement that Site Allowances will not be claimed on any project where the project, regardless of its location, where the project value is below \$5.0 million.

A16.2 In addition to the wage rates and allowances prescribed, the Enterprise shall pay to employees (as defined in this Agreement) extra rates as set out in Appendix A of this Agreement for the period when individual employees incur those specifically included in the Site Allowance applicable to a project.

A16.3 Subject to the foregoing, where a union on behalf of its members, requests an Enterprise to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:

- (a) geographic location if the project is contained within the City of Melbourne as defined; or
- (b) the amount contained in subclause A16.15

A16.4 A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and in lieu of the following special rates - confined space, wet work, dirty work, second-hand timber and fumes. Special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with Appendix A2.

- A16.5** It is agreed by the parties that all new projects will be covered by the Site Allowance rates contained in this Agreement.
- A16.6 Site Allowances applicable:**
On sites which do not attract this Site Allowance, employees are entitled to be paid the relevant disability payments as the disability may arise in accordance with Appendix A2 of this Agreement.
- A16.7** The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all employees on the project.
- AD.16.8** All new Docklands projects are to be in accordance with the new scale of Site Allowances. Existing projects at Docklands are to remain unchanged regarding site allowance and working hours.
- AD.16.9** In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then the matter will be dealt with in accordance the disputes procedure in clause 14.
The FWC and or the VBIDP must not make any decision or impose any other binding outcome that is inconsistent with the Building Code.
- AD.16.10** In determining the rate, the VBIDP shall have regard to this Appendix and shall not deviate from this Appendix unless there are special and exceptional circumstances. Special and exceptional circumstances may include working on projects where disabilities not comprehended in the Site Allowance procedure described herein exist. This may include where predominately contract metal trades construction/maintenance work is being carried out. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of employees taking industrial action in pursuance of a claim the date of operation of the Project Site Allowance shall not commence before the date on which the employees cease industrial action.
- AD.16.11** Any Site Allowance that is determined in accordance with this Clause – shall be incorporated into the Agreement in accordance with the FW Act.

Shopping centres and Airport Projects

- AD.16.12** All new construction and extension / refurbishment work shopping centres, Airports, retail strip shops and stand - alone retail facilities having a project value in excess of \$5M will attract the then current City of Melbourne Site Allowance. Where the project is of a mixed purpose, City of Melbourne site allowance rates will apply only where the retail component is at least \$5M and occupies at least fifty-one per cent (51%) of the area of the project.

City of Melbourne Definition

- AD.16.13** For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the **City of Melbourne** are defined as follows:

Commencing at the point where Citylink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, Macarthur Road Cemetery Road West, Cemetery Road East, and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the waterline to Lorimer Street, and then east along Lorimer Street as far as Citylink (Western Link). Follow Citylink north to Racecourse Road to complete the boundary.

he City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade' Hoddle Street, and Alexandra Parade.
where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

AD.16.14 The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.

Payments

AD.16.15 An employee entitled to the allowance provided in this clause shall be paid in accordance with the following schedule:

New Projects:

Projects from \$5 million to \$250 million - \$4.35 per hour

Projects with values in excess of \$250 million will be subject to Schedule 16.15 of this Appendix.

Renovations, restoration &/or refurbishment

Work:

Projects from \$5 million to \$250 million \$3.75 per hour

Projects with values in excess of \$250 million will be subject to Schedule 16.16 of this Appendix.

Projects which are a combination of new work and renovation, restoration and/or refurbishment work, will have their Site Allowance governed by which component is the major part of the work involved. For example, if the majority of work is new work then the Site Allowance in Schedule 16.15 of this Appendix will apply.

Project Value

Site Allowance

City of Melbourne

Greater than \$5 m and up to \$250 m

\$4.35 per hour

Site Allowance Schedule Victoria

Greater than \$5 m and up to \$30 m

\$2.50 per hour

Greater than \$30 m and up to \$50 m

\$3.00 per hour

Greater than \$50 m and up to \$100 m

\$3.50 per hour

Greater than \$100 m and up to \$250 m

\$4.00 per hour

Greater than \$250 m and up to \$400 m

\$4.50 per hour

Greater than \$400 m and up to \$1 billion

\$5.00 per hour

For projects greater than \$1 billion, there shall be an increment of ten (10) cents per additional \$100M or part thereof.

Any project Value and Site Allowance in place at the time of this Agreement being concluded, and in excess of the rates of this Schedule will remain unchanged until such time as they are exceeded by the movement in the rates by the operation of clause 16.16.

AD.16.16 The allowance prescribed in Clause AD.16.15 shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increases shall take effect from the first pay period on or after the date of commencement of the Agreement and the first pay period on or after 1 October 2019.

AD.16.17 Melbourne Metro Rail Project / Westgate Tunnel Project / North East Link

In determining the Site Allowance for these Projects, the parties have acknowledged the Victorian Site Allowance scale regarding the size, scale, value, complexity and location of the Projects and agreed that this allowance will be paid to an Employee to compensate for all flexibilities, rostering requirements and changes, site conditions and all special factors and/or disabilities associated with the Project. In accordance with clause, this is a flat hourly allowance and does not attract any loadings or penalties and is payable for all hours worked on site including all RDO'S.

No other allowance (award-derived or otherwise), except those expressly prescribed in the Construction Work Agreement, shall be payable.

For the Metro Rail Project

The Site Allowance shall be \$9.55 per hour upon commencement.

The Site Allowance shall be increased to \$9.75 per hour from the first full pay period after 1 March 2022.

For the Westgate Tunnel

The Site Allowance is \$9.25 per hour

For North East Link

The Site Allowance is \$9.50 per hour on commencement

The Site Allowance shall be increased to \$10.35 per hour from the first full pay period after 1 March 2022.

The Site Allowance shall be increased to \$10.75 per hour from the first full pay period after 1 March 2024.

Appendix B - Inclement Weather

- B.1** This Inclement Weather clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather will be made.
- B.2 Definition – inclement weather:**
Inclement weather will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.
- B.3 Restriction of payment**
An employee will not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.
- B.4** The parties agree that all necessary steps will be taken to ensure a full working understanding of the inclement weather standards, as contained in this agreement, is achieved and maintained by the management and workers.
- B.5** Should a portion of the project be affected by inclement weather, all other employees not affected will continue to work in accordance with the appropriate agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.
- B.6** Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.
- B.7** It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation will take place between a majority of employees and Site Management.

B.8 Conference requirement and procedure

The employer, or the employer representative, will, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather will not be regarded as inclement unless it is agreed at such conference.

Provided that if the employer or the employer's representative refuses to confer within such reasonable period, employees will be entitled to cease work for the rest of the day and be paid inclement weather.

B.9 Hot Weather Guidelines

For the purposes of site-based discussions regarding the need to plan and perform work during expected periods of hot weather, the following issues will be considered in conjunction with proper consideration of Occupational Health and Safety issues.

B.10 Definition

Under this agreement, temperatures of or above 35 degrees C will be defined as constituting 'inclement weather' for work in Victoria.

During periods of hot weather, work in air-conditioned environments will continue, subject to amenities being located adjacent to or within a reasonable distance from the workplace. It is recognised that during periods of hot weather, some tasks/workers may be relocated prior to 35 degrees C due to OH&S considerations but other tasks may continue up until 35 degrees C.

B.11 Temperature Measurement

Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station for example (but not limited to): Melbourne, Moorabbin, Dunns Hill, Melbourne Airport, Frankston, and Point Wilson. At the commencement of each project, the onsite management and employee representative will agree which is to be the applicable automatic weather monitoring station. Alternatively, where the parties agree an on-site temperature measuring station may be used.

B.12 Working Arrangements

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

When the temperature approaches 35 degrees C, the consultative process outlined in sub-clause B.8 and B.9 will occur, with an intention that employees may leave site if the temperature actually reaches 35 degrees C.

B.13 Interpretation & Application of Guidelines

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

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

B.14 Restrictions on Payments

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

B.15 Entitlement to payment

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

B.15.1 The first period will commence on the first Monday on or after the 1st January each year, and subsequent periods will commence at four weekly periods thereafter.

B.15.2 The employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over.

B.15.3 If an employee commences employment during a four weekly period, they will be credited eight hours for each week, or part of a week, that the employee is employed during the four weekly period.

B.15.4 The number of hours credited to an employee will be reduced by the number of hours for which payment is made.

B.15.5 Payment under this clause will be weekly.

B.16 Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:

- B.16.1** Employees may be transferred from one location on a site to work in areas that are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- B.16.2** Employees may be transferred from one site to another site and the employer provides, where necessary, transport.
- B.16.3** Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport except where the employer provides transport.

B.17 Cessation and Resumption of Work

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

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

B.18 Safety

Where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by the inclement weather, the employee may be transferred to other work in the employee's classification on site, until the unsafe conditions are rectified. Where such alternative is not available and until the unsafe conditions are rectified, the employee will remain on site. The employee will be paid for such time without reduction of the employees' inclement weather entitlement.

It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation will take place between the employees' representative/s and Site Management.

B.19 Additional Wet Weather Procedure

B.19.1 Remaining On Site

Where, because of wet weather, the employees are prevented from working:

- (i) for more than an accumulated total of four hours of ordinary time in any one day; or
- (ii) after the meal break, for more than an accumulated total of 50% of the normal afternoon work time; or
- (iii) during the final two hours of the normal work day for more than an accumulated total of one hour,

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

- B.19.2** In this clause, a dry area will mean a work location that has not become saturated by rain or where water would not drip on the employees.

B.20 Rain at Start Time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunchtime, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:

- B.20.1** The rain stops; or
- B.20.2** A covered walkway has been provided; or
- B.20.3** The sheds are under cover and the employees can get to the dry area without going through the rain.

In this clause, a dry area will mean a work location that has not become saturated by rain or where water would not drip on the employees.

APPENDIX C - WORKING DAY (RDO) CALENDAR

C.1 Flexibility

C.1.1 The employer agrees that No Work Weekends, Rostered Days Off and Christmas / New Year Annual Leave Shutdowns play a very big role in ensuring that:-

C.1.1(a) employees have an appropriate work / life balance;

C.1.1(b) employees can spend sufficient time with their partners, children and family to ensure that such relationships are healthy and positive;

C.1.1(c) employees have time to participate in community organisations or the like.

The above all assist in improving employee morale and productivity, as well as improving the society the employees live in and the employer operates in.

C.1.2 Accordingly, the employer will endeavour to not have the employees work on No Work Weekends, Rostered Days Off and Christmas / New Year Annual Leave Shutdowns.

No Work Weekends, Rostered Days Off and Christmas / New Year Annual Leave Shutdowns

C.1.3 The attached calendars are the agreed scheduling of No Work Weekends, Rostered Days Off and Christmas / New Year Annual Leave Shutdowns.

No Work Weekend

C.2.1 Subject to the following clauses, work will not be performed on any No Work Weekend as set out in the attached calendar.

C.2.2 The employer and a genuine and informed majority of affected employees may agree to work on a No Work Weekend. The employees will not unreasonably withhold their agreement.

C.2.3 Where agreement is reached between the employer and a genuine and informed majority of affected employees to work the No Work Weekend, the employee will be paid the applicable overtime rate for all hours worked on a No Work Weekend.

C.2.4 Where agreement is not reached between the employer and a genuine and informed majority of affected employees to work the No Work Weekend and the employer directs the employees to work the No Work Weekend, the employee will be paid the applicable overtime rate and provided with a substitute paid day off for each day the employee works overtime on, to be taken at a time agreed to by the employer and the employee.

C.2.5 Subject to Clause C.2.6, the substitute paid day off for each day the employee works overtime on, will not be provided where the employer directs the employee to work the No Work Weekend and the work performed is:-

C.2.5(a) emergency / break down work; and / or

C.2.5(b) shut down / tap in to services work; and / or

C.2.5(c) works that can only be performed on a No Work Weekend and / or

C.2.5(d) unplanned or reasonably unforeseen work

C.2.6 If an employee works outside of the spread of hours prescribed in Clause 31.1, then an employee shall be paid either overtime in accordance with Clause 33 or the shiftwork penalties in accordance with Clause 36.

Rostered Days Off

- C.3.1** Subject to the following clauses, work will not be performed on a Rostered Day Off as set out in the attached calendar.
- C.3.2** 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.
- C.3.3** 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 agreed to by the employer and the employee.
- C.3.4** 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.
- C.3.5** Subject to Clause C.3.6, Overtime will not be paid where the employer directs the employee to work on a Rostered Day Off and the work performed is:-
- C.3.5(a)** emergency / break down work; and / or
 - C.3.5(b)** shut down / tap in to services work; and / or
 - C.3.5(c)** works that can only be performed on a Rostered Day Off and / or
 - C.3.5(d)** unplanned or reasonably unforeseen work
- C.3.6** If an employee works outside of the spread of hours prescribed in Clause 31.1, then an employee shall be paid either overtime in accordance with Clause 33 or the shiftwork penalties in accordance with Clause 36.

Christmas/ New Year Annual Leave Shutdown

- C.4.1** Subject to the following clauses, work will not be performed during the Christmas / New Year Annual Leave Shutdown as set out in the attached calendar.
- C.4.2** The employer and a genuine and informed majority of employees may agree to work overtime during the Christmas / New Year Annual Leave Shutdown. The employees will not unreasonably withhold their agreement.
- C.4.3** Where agreement is reached between the employer and a genuine and informed majority of employees to work during the Christmas / New Year Annual Leave Shutdown the employee will be paid their ordinary hourly rate for all ordinary hours worked during the Christmas / New Year Annual Leave Shutdown. The employee will be entitled to take their annual leave at a time agreed to by the employer and the employee.
- C.4.4** Where agreement is not reached between the employer and a genuine and informed majority of employees to work during the Christmas / New Year Annual Leave Shutdown and the employer directs the employees to work the Christmas / New Year Annual Leave Shutdown, the employee will be paid the applicable overtime rate. The employee will be entitled to take their annual leave at a time agreed to by the employer and the employee.
- C.4.5** Subject to Clause C.4.6, Overtime will not be paid where the employer directs the employee to work during the Christmas / New Year Annual leave Shutdown and the work performed is:-
- C.4.5(a)** emergency / break down work; and / or
 - C.4.5(b)** shut down / tap in to services work; and / or
 - C.4.5(c)** works that can only be performed during the Christmas / New Year Annual Leave Shutdown and / or
 - C.4.5(d)** unplanned or reasonably unforeseen work

C.4.6 If an employee works outside of the spread of hours prescribed in Clause 31.1, then an employee shall be paid either overtime in accordance with Clause 33 or the shiftwork penalties in accordance with Clause 36.

C.5 Any dispute and / or grievance arising out of Clauses C.2, C.3 and C.4 shall be resolved in accordance with Clause 14 – Disputes Resolution Procedure.

C.6 Payment of RDOs

- (a) Payment on such an RDO shall include the daily Travel Allowance, and any applicable Site Allowance as prescribed by this Agreement.
- (b) Payment for RDOs will be made on the basis of time accrued. Where insufficient time has accrued, payment will only be made for the time accrued.
- (c) At no time shall RDOs be cashed out except on termination of employment.

C.7 Payment of RDOs upon Termination of Employment

Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that employees then having received more RDOs than they were entitled to will have the relevant amount removed from their final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to their final termination payments.

C8 Apprentices attending Trade School on an RDO.

If an Apprentice is required to attend Trade School on the day of a company RDO, the Apprentice will be entitled to a substitute day at an agreed time. Overtime rates will not apply.



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

PPTU
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 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

Tune-in to the Plumbers' Radio
Program, every second Thursday
morning at 6.30am on 3CR
- 855 on the AM dial

PICAC and CEPUPEC offer the following courses to union members:

CI Induction (Red card)
 Initial 5 Day Occupational Health & Safety Training Course
 First Aid Level One - Two - Three
 Traffic Management
 Poly Butt Welding
 Fire Training (Sprinkler Fitters Only)
 Computers - Basic - Intermediate - Advanced
 Confined Space Entry
 Backflow Prevention
 Earthmoving
 Asbestos Removal
 Asbestos Awareness
 Elevated Work Platform
 Boom Lift
 Forklift
 Install primary Ground (Trench Shoring)
 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
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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 11th Jan 2022

VICTORIAN SCHOOL TERM DATES

TERM 1: 28 January 2021 - 1 April 2021
 TERM 2: 19 April 2021 - 25 June 2021
 TERM 3: 12 July 2021 - 17 September 2021
 TERM 4: 4 October 2021 - 17 December 2021

PUBLIC HOLIDAY DATES

New Year's Day: Friday 1 January
 Australia Day: Tuesday 26 January
 Labour Day: Monday 8 March
 Good Friday: Friday 2 April

Easter Saturday: Saturday 3 April
 Easter Sunday: Sunday 4 April
 Easter Monday: Monday 5 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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 State Secretary
Earl Setches
 Assistant Secretaries
Paddy McCrudden
Andy Wallace

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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 Initial 5 Day Occupational Health & Safety Training Course
 First Aid Level One - Two - Three
 Traffic Management
 Poly Butt Welding
 Fire Training (Sprinkler Fitters Only)
 Computers - Basic - Intermediate - Advanced
 Confined Space Entry
 Backflow Prevention
 Earthmoving
 Asbestos Removal
 Asbestos Awareness
 Elevated Work Platform
 Boom Lift
 Forklift
 Install primary Ground (Trench Shoring)
 Safe Work Roofs
 Welding (MIG & TIG)
 Installation of Split Air Con (Mechanical Plumbers Only)
 Gas Type A
 Gas Type B
 Disconnect/Reconnect
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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 2023

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
 Melbourne Cup Day: Tuesday 1 November
 Christmas Day: Sunday 25 December
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 Asbestos Awareness
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2023 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 5 6 7	1 2 3 4	1 2 3 4	30 1
8 9 10 11 12 13 14	5 6 7 8 9 10 11	5 6 7 8 9 10 11	2 3 4 5 6 7 8
15 16 17 18 19 20 21	12 13 14 15 16 17 18	12 13 14 15 16 17 18	9 10 11 12 13 14 15
22 23 24 25 26 27 28	19 20 21 22 23 24 25	19 20 21 22 23 24 25	16 17 18 19 20 21 22
29 30 31	26 27 28	26 27 28 29 30 31	23 24 25 26 27 28 29
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	1 2 3	30 31 1	1 2 3 4 5
7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29	27 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	1 2 3 4 5 6 7	1 2 3 4	31 1 2
3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9
10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
24 25 26 27 28 29 30	29 30 31	26 27 28 29 30	24 25 26 27 28 29 30

Public Holiday Annual Leave RDO Lock Down Weekends School Holidays Picnic Day World Plumbing Day Return to work on 10 Jan 2024

VICTORIAN SCHOOL TERM DATES

TERM 1: 30 January 2023 - 6 April 2023
 TERM 2: 24 April 2023 - 23 June 2023
 TERM 3: 10 July 2023 - 15 September 2023
 TERM 4: 2 October 2023 - 20 December 2023

PUBLIC HOLIDAY DATES

New Year's Day: Monday 2 January
 Australia Day: Thursday 26 January
 Labour Day: Monday 13 March
 Good Friday: Friday 7 April

Easter Saturday: Saturday 8 April
 Easter Sunday: Sunday 9 April
 Easter Monday: Monday 10 April
 Anzac Day: Tuesday 25 April

Queens Birthday: Monday 12 June
 Melbourne Cup Day: Tuesday 7 November
 Christmas Day: Monday 25 December
 Boxing Day: Tuesday 26 December

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GENERAL MEETING DATES

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 24th September, 26th November

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 (Please note the change of location)
 27th March, 26th June
 25th September, 27th November

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APPENDIX D – Apprentice Training and Indigenous Commitments.

TRAINING

D.1 Parties to this agreement acknowledge apprentices need to have structured workplace learning aimed at industry best practice.

D.2 Parties also agree and commitment to Indigenous Training through NUDJ Programme.

D.3 Parties also acknowledge statistically young workers aged between 15 and 24 years of age, and in their first 2 years of working in the industry have a higher chance of an injury (17% higher than the average across all ages) and/or to be hospitalised (21% higher than other age groups) through workplace accidents.

Factors attributing to these statistics identify young workers:

- Are usually still developing physically and mentally-
- May lack the experience, knowledge or skills to:
 - Understand the risks involved in the tasks they are doing
 - Take reasonable steps to protect themselves and their workmates from injury
- May do work they are not able to do because they:
 - Have not been properly trained or are not properly supervised
 - Have been working with dangerous equipment or substances where safe work practices have not been adopted
- May not be aware of their rights and responsibilities in terms of workplace health and safety:
 - They may not ask questions or speak out if there is a problem for fear of looking incapable or losing their job.

D.4 To assist employers, managers, supervisors, and workers to meet their obligations through adequate training, and to demonstrate competence before starting work, Parties to this agreement acknowledge the development of Apprentice Industry Standards developed by FIT.

D.5 INDUSTRY INDIGENOUS PROGRAMME

Parties also agree and commitment to Indigenous Training through the NUDJ Programme.

The Nudj Programme is an amalgamation of the Nirrumbuk Aboriginal Corporation, the Plumbing Trades Employees Union Victorian Branch, Cooke and Dowsett Pty Ltd, Raw Recruitment and the Jarlmadangah Burru Aboriginal Corporation with the purpose of providing employment and training opportunities for Indigenous Australians.

The goals of the parties are to train and provide Indigenous Australians Apprenticeships in the Plumbing and Pipe Trades with a view of these Indigenous Australians returning to their Communities and improving the often poor conditions in these communities.

For Major Projects, the employer and employees agree to consult prior to the project in an endeavour to engage and Train as many Indigenous Apprentices as possible over the life of the particular project.

END OF AGREEMENT