

**ADVANCED PLUMBING & DRAINS
(CANBERRA) PTY LTD**

AND

EMPLOYEES

ENTERPRISE AGREEMENT

2023-2027

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Part 1 Introduction

1 Title

This Agreement is the *Advanced Plumbing & Drains (Canberra) Pty Ltd and Employees Enterprise Agreement 2023-2027*.

2 Interpretation

2.1 In this Agreement:

Adult Apprentice means an Apprentice who is 21 years or older when they enter into their contract of training for a trade qualification that is registered with a relevant government training authority.

Agreement means the *Advanced Plumbing & Drains (Canberra) Pty Ltd and Employees Enterprise Agreement 2023-2027*.

Apprentice means an Employee who is party to a contract of training with the Employer that is registered with the relevant government training authority.

Award means the Plumbing and Fire Sprinklers Award 2010, as in force from time to time.

Base Rates means an Employee's applicable hourly rates of pay set out in Appendix A, exclusive of any allowances.

Casual Employee means an Employee who is engaged as such and who is paid in accordance with clause 17.

Employee means a person employed by the Employer and who is covered by this Agreement under clause 3.

Employer means Advanced Plumbing & Drains (Canberra) Pty Ltd ABN: 73 142 633 350, ACN: 142 633 350.

Full-Time Employee means an Employee who works an average of 38 Ordinary Hours per week.

FW Act means the *Fair Work Act 2009* (Cth), as in force from time-to-time.

FWC means the Fair Work Commission.

Junior Apprentice means an Apprentice who younger than 21 years or older when they enter into their contract of training with the Employer that is registered with the relevant government training authority.

NES mean the National Employment Standards at Part 2-2 of the FW Act, as in force from time-to-time.

Nominal Expiry Date means the date specified in clause 4.2.

Ordinary Hours means the hours specified in clause 19.

Part-Time Employee means an Employee who works an average of less than 38 Ordinary Hours per week.

Service is as defined in the FW Act, as in force from time-to-time.

3 **Coverage**

3.1 The Agreement applies to the Employer and its Employees engaged in the classifications in Appendix A.

3.2 For the avoidance of doubt, this Agreement does not apply to:

- (a) employees engaged predominantly in administrative tasks; and
- (b) senior management employees, including but not limited to forepersons / site supervisors, safety managers and project managers etc.

4 **Period of operation / Nominal Expiry Date**

4.1 This Agreement will commence operation 7 days after it is approved by the FWC.

4.2 This Agreement will apply until it is replaced by another agreement or is terminated, but will have a Nominal Expiry Date of 4 years from the date it is approved by the FWC.

5 **Variation and termination**

5.1 As per the FW Act, the Agreement may be *varied* as follows:

- (a) if the Employer and a majority of affected Employees agree, an application may be made to the FWC to vary any aspect of the Agreement; and
- (b) either the Employer or an Employee (or their representative, if any) may make an application to vary the Agreement to remove an ambiguity or uncertainty.

5.2 As per the FW Act, the Agreement may be *terminated* as follows:

- (a) before the Nominal Expiry Date, if the Employer and a majority of Employees agree, an application may be made to the FWC to terminate the Agreement; and
- (b) after the Nominal Expiry Date, either the Employer or an Employee (or their representative, if any) may apply to the FWC to terminate the Agreement.

6 **Protected industrial action**

Protected industrial action as defined in the FW Act cannot be taken by Employees prior to the Nominal Expiry Date of this Agreement.

7 **Annual wage increases**

Between the commencement of operation of this Agreement and its Nominal Expiry Date, the Base Rates in this Agreement will increase annually from the first pay period after 1 July by a minimum of 2.5%.

8 **Relationship to other workplace laws**

- 8.1 This Agreement shall be read and interpreted wholly in conjunction with the Award. Where this Agreement is silent on an entitlement that an Employee would be entitled to under the Award, the relevant award term will apply. In the event of any inconsistency between the Award and a term of this Agreement, the intent and terms of this Agreement shall prevail to the extent of such inconsistency unless contrary to law.
- 8.2 For the avoidance of doubt, any policies and procedures of the Employer are not incorporated into this Agreement and do not form part of an Employee's contract of employment.
- 8.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Part 2 Consultation and dispute Resolution

9 Consultation

9.1 This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.

Major change

9.2 For a major change referred to in clause 9.1(a):

- (a) the Employer must notify the Relevant Employees of the decision to introduce the major change; and
- (b) clauses 9.3 to 9.9 apply.

9.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.4 If:

- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

9.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the Relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.

- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees
- 9.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.5 are taken not to apply.
- 9.9 In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or Ordinary Hours of work

- 9.10 For a change referred to in clause 9.1(b):
- (a) the Employer must notify the Relevant Employees of the proposed change; and
 - (b) clauses 9.11 to 9.15 apply
- 9.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 9.12 If:
- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 9.13 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the Relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the Relevant Employees:

- i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.15 The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 9.16 In this term '**Relevant Employees**' means the Employees who may be affected by a change referred to in clause 9.1.

10 **Dispute resolution**

10.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES;

this clause sets out procedures to settle the dispute.

10.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term, who must be recognised by the Employer.

10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

10.5 The FWC may deal with the dispute in 2 stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

10.6 While the parties are trying to resolve the dispute:

- (a) an Employee must continue to perform their usual duties unless the Employee has a reasonable concern about an imminent risk to their health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - iv. the work is not safe; or
 - v. applicable occupational health and safety legislation would not permit the work to be performed; or
 - vi. the work is not appropriate for the Employee to perform; or
 - vii. there are other reasonable grounds for the Employee to refuse to comply with the direction.

10.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

Part 3 Flexibility

11 Individual flexibility arrangements

11.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement ('**IFA**') to vary the effect of terms of the Agreement if:

- (a) the IFA deals with 1 or more of the following matters:
 - (i) hours of work,
 - (ii) overtime rates,
 - (iii) penalty rates,
 - (iv) allowances, and
 - (v) leave loading;
- (b) the IFA meets the genuine needs of the Employer and Employee; and
- (c) the IFA is genuinely agreed to by the Employer and Employee.

11.2 The Employer must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall than the Employee would be if no IFA was made.

11.3 The Employer must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - i. the terms of the Agreement that will be varied by the IFA; and
 - ii. how the IFA will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
- (e) states the day on which the IFA commences.

11.4 The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

11.5 The Employer or Employee may terminate the IFA:

- (a) by giving no more than 28 days written notice to the other party to the IFA; or

(b) if the Employer and Employee agree in writing — at any time.

11.6 This clause does not prevent the making of a common law contract of employment that supplements the terms and conditions in this Agreement.

11.7 For the avoidance of doubt, this Agreement would still apply where a common law contract of employment is made.

Part 4 General conditions of employment

12 General duties

12.1 Employees must:

- (a) work honestly and faithfully and in a competent manner;
- (b) work as reasonably and lawfully directed by the Employer;
- (c) during normal working hours, devote the whole of their time and attention to the Employer's business;
- (d) fully and truthfully answer any questions the Employer asks regarding their employment or their activities on behalf of the Employer; and
- (e) follow any policies and procedures set by the Employer from time-to-time.

12.2 Work locations may vary at the direction of the Employer.

12.3 Employees may be directed to carry out any duties that are reasonably required by the Employer and within the limits of the Employee's skills, competence and training, even if those duties are inconsistent with the usual duties performed by the Employee.

13 Probationary period

13.1 An Employee's first six of employment will be their probationary period.

13.2 During an Employee's probationary period, either the Employer or the Employee may terminate the Employee's employment by providing one week's notice or payment in lieu of notice, unless they are dismissed for serious misconduct, in which case no notice will be payable.

14 Types of employment

Upon engagement, Employees must be informed whether their employment is full-time, part-time or casual.

15 Full-Time Employees

Entitlements

Full-Time Employees are entitled to all of the applicable conditions of employment in this Agreement. For hours worked, Full-Time Employees must be paid the applicable Base Rates as per Appendix A.

16 Part-Time Employees

Entitlements

16.1 Part-Time Employees are entitled to all of the applicable conditions of employment in this Agreement, which (except where otherwise stated)

accrue on a pro-rata basis, depending on hours worked. For hours worked, Part-Time Employees must be paid the applicable Base Rates as per Appendix A.

Hours of work

16.2 Upon engagement, Part-Time Employees must be informed of their usual hours of work, which may thereafter only be varied with the agreement of the Employer and the Employee.

17 Casual Employees

Entitlements

17.1 Casual Employees are entitled to all of the applicable conditions of employment in this Agreement, other than paid annual leave, paid personal/carer's leave, paid community service leave, payment for absences on public holidays, redundancy pay and notice of termination.

Casual loading

17.2 For hours worked, Casual Employees must be paid a casual loading of 25%, calculated on the Employee's relevant Base Rate.

17.3 The loading in clause 17.2 must be paid in addition to any overtime, weekend, shift or public holiday loadings.

Minimum engagement

17.4 A Casual Employee must be paid for at least 3 hours work per engagement, plus the Travel Allowance, regardless of whether there is sufficient work for that length of time.

18 Apprentices

Entitlements

18.1 Apprentices are entitled to all of the applicable conditions of employment in this Agreement. For hours worked, Apprentices must be paid the applicable Base Rates as per Appendix A.

Off-the-job training

18.2 An Apprentice is entitled to be absent from work to attend off-the-job training with a registered training organisation as per their contract of training, without loss of pay.

18.3 In accordance with the Award, unless there is unsatisfactory progress by an Apprentice in their contract of training, the Employer will pay for, or reimburse the cost of:

- (a) any fees payable for off-the-job training as per their contract of training with their registered training organisation; and
- (b) the cost of prescribed textbooks.

Wage progression

18.4 In accordance with the Award, for hours worked Apprentices will be entitled to the applicable Base Rates indicated at Appendix A, either on the basis of time-served or competency.

Part 5 Hours of work, overtime and weekend work

19 Ordinary Hours

19.1 Ordinary Hours of work are an average of 38 hours per week, worked between the hours of 6.00 am and 6.00 pm, Monday to Friday, averaged over a 4 week cycle in accordance with the paid rostered day off (**RDO**) regime set out in clause 20.

19.2 Ordinary daily hours of work are 8 hours per day, inclusive of time worked towards RDOs.

Daily start and finish times

19.3 Actual daily start and finish times may be varied as directed by the Employer within the spread of hours described in clause 19.1.

20 Paid rostered days off

20.1 For each 8 hour day worked between Monday to Friday, Employees will be paid for 7.6 hours of work, with 0.4 hours accruing towards a 7.6 hour RDO accruing after every 19 days worked.

Accrual of RDOs

20.2 Employees accrue up to 13 RDOs per year.

20.3 Part-Time Employees accrue RDOs on a pro-rata basis.

20.4 RDOs accrue progressively during an Employee's Ordinary Hours of work and days when Employees are absent on paid leave, but do not accrue on RDOs.

20.5 For the avoidance of doubt, RDOs do not accrue when Employees are absent on workers' compensation, except on a pro rata basis for hours actually worked.

Payment for RDOs

20.6 Payment for RDOs will be at Base Rates of pay.

Taking RDOs

20.7 RDOs may be 'banked' and taken at times agreed between the Employer and an Employee, or taken by Employees at times scheduled by the Employer.

20.8 Where an Employee has accrued less than 7.6 hours prior to an RDO scheduled by the Employer, they may either be required to work by the Employer or be provided with the RDO and be paid for such time as has accrued on a pro rata basis.

Working on RDOs

20.9 An Employee may be required to work on an accrued RDO that has been agreed / scheduled, where there have been delays on a particular project, emergency work is required or to allow other Employees to be rostered

more productively. Where an Employee is required to work on an RDO, they may elect to either:

- (a) cash-out and forfeit the RDO at the rates in accordance with clause 21.7 of the Agreement; or
- (b) 'bank' the RDO, to be taken at a later time agreed between the Employer and Employee; or
- (c) Receive payment calculated at the rates in accordance with clause 21.7 of the Agreement for hours worked on the RDO.

Cashing-out RDOs

20.10 An Employee may elect to cash-out accrued RDOs in lieu of taking a paid rostered day off. For the avoidance of doubt, this will not affect the imposition of overtime loadings, which will continue to be payable after 8 hours of work per weekday, as per clause 21.

21 **Overtime**

21.1 The Employer may request an Employee to work reasonable overtime.

21.2 An Employee may refuse to work unreasonable overtime.

21.3 No Employee can work overtime without the prior agreement of the Employer.

21.4 In determining whether overtime is reasonable or unreasonable, relevant factors include:

- (a) risks to health and safety;
- (b) the nature of the Employer's business, including its operational requirements and project demands;
- (c) the Employee's personal circumstances, including family responsibilities;
- (d) the fact that overtime loadings will be payable;
- (e) the amount of notice given by the Employer;
- (f) the amount of notice given by the Employee; and
- (g) any other relevant matter.

Apprentices

21.5 An Apprentice under the age of 18 cannot be made to work overtime, unless they agree to do so.

21.6 An Apprentice cannot be made to work overtime if it would conflict with their off-the-job training as per their contract of training with a registered training organisation.

Overtime loadings

21.7 An Employee who works outside of Ordinary Hours (inclusive of time accruing towards RDOs – i.e. more than 8 hours per weekday) must be paid the overtime loadings set out in the table below, multiplied by their Base Rates:

Overtime period	Loading
Monday to Friday: first 2 hours	50%
Monday to Friday: more than 2 hours	100%
Saturday: first 2 hours	50%
Saturday: more than 2 hours	100%
Saturday: after midday	100%
Sunday: all hours	100%

Part-Time Employees

21.8 For the avoidance of doubt, Part-Time Employees are entitled to overtime after more than 8 hours of work per day or 38 hours of work per week (inclusive of time accruing towards RDOs).

Minimum shifts on weekends

21.9 An Employee who is required to work on a Saturday must be provided with at least 3 hours' worth of pay, regardless of whether there is sufficient work for that length of time.

21.10 An Employee who is required to work on a Sunday must be provided with at least 4 hours' worth of pay, regardless of whether there is sufficient work for that length of time.

22 Shift Work

22.1 Employees may be required by the Employer to work predominantly outside of Ordinary Hours during a given pay period, which will constitute '**Shift Work**'.

22.2 Employees may only be required to perform Shift Work where the Employer has provided 48 hours' notice.

22.3 For Shift Work occurring between midnight Sunday and midnight Friday and the work is for 5 or more consecutive shifts, Employees must be paid a Shift Work loading of 33% calculated on Base Rates of pay, for all hours worked, which will replace overtime loadings under clause 21.

22.4 For Shift Work occurring between midnight Sunday and midnight Friday and the work is for less than 5 consecutive shifts, Employees must be paid overtime loadings under clause 21 for all hours worked.

- 22.5 For Shift Work occurring between midnight Friday and midnight Sunday, Employees performing Shift Work will be paid as for weekend work in accordance with the overtime provisions in clause 21.
- 22.6 Employers performing Shift Work will be paid for 7.6 hours of work per shift, with 0.4 hours accruing towards a 7.6 hour RDO accruing after every 19 shifts worked.
- 22.7 For all work performed beyond 8 hours per shift (including time accruing towards RDOs) Employees performing Shift Work must be paid in accordance with the overtime provisions in clause 21.
- 22.8 Employees must be provided with at least 10 consecutive hours off duty between shifts. If an Employee commences work without having received 10 consecutive hours off duty, such time will be paid overtime rates in accordance with clause 21.

23 **Breaks**

- 23.1 An Employee who has worked for 5 hours must be provided with an unpaid meal break of not less than 30 minutes.
- 23.2 Employees must be provided with a paid crib break of 10 minutes between 9.00 am and 11.00 am.

Part 6 Rates of pay

24 Base Rates of pay

24.1 An Employee must be paid the applicable Base Rates of pay in Appendix A for their particular classification for all Ordinary Hours worked.

24.2 In accordance with section 206 of the FW Act, an Employee's Base Rate of pay must not be less than the base rate of pay (i.e. exclusive of loadings, allowances etc) that would be payable under the Award.

25 Superannuation

25.1 The Employer will pay superannuation calculated on an Employee's ordinary time earnings into either a default fund or any fund nominated by the Employee, in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

25.2 Superannuation contributions for default fund Employees will be made to a fund that offers a MySuper product.

25.3 Ordinary time earnings are the wages paid to an Employee for Ordinary Hours of work, being the Base Rates of pay set out in Appendix A, plus, where applicable:

- a) the Travel Allowance (clause 26); and
- b) casual loadings.

26 Productivity Allowance

26.1 A Productivity Allowance as set out in Appendix A, will be payable to plant operators and tradespersons for all hours worked.

26.2 The Productivity Allowance is not subject to any loadings nor payable during any periods of leave and RDOs.

27 Travel Allowance

27.1 A Travel Allowance, as prescribed in Appendix A will be paid to Employees who are required to travel to a construction site.

27.2 No Travel Allowance is payable for any day on which an Employee is offered or provided with transport free-of-charge from home to the construction site and return, or provided with a fully-maintained company vehicle.

27.3 No Travel Allowance is payable for any day on which an Employee is only required to travel to the Employer's headquarters, workshop, yard or depot (e.g. for plant maintenance or training).

27.4 The Travel Allowance is not subject to any loadings nor payable during any periods of leave, including RDOs.

28 Living Away From Home Allowance

28.1 Where an Employee is directed to perform work at a distant construction site which would make it unreasonable for them to return to Canberra by vehicle each night, such work will be '**Distant Work**' and they will be provided with a Living Away From Home Allowance as detailed below.

28.2 At the discretion of the Employer, for all days of absence (including weekends) the Living Away From Home Allowance can be provided as either:

(a) board (being 3 meals per day) and reasonable lodging; or

(b) as otherwise agreed between the Employer and the Employee.

28.3 Where an Employee is directed to perform Distant Work, the Employer will pay for Employee's transport to the distant location and for any travel time up to 8 hours pay per day (including time accrued towards RDOs) at Base Rates of pay (which will replace any entitlement to the Travel Allowance under clause 26).

28.4 The Living Away From Home Allowance is not subject to any loadings nor payable during any periods of leave.

28.5 The Travel Allowance in clause 26 will be payable to all Employees engaged on Distant Work, except where they are accommodated on or adjacent to the construction site.

29 **Payment of wages**

29.1 Each Employee will be paid weekly by way of electronic funds transfer.

30 **Permitted deductions**

30.1 An Employee may elect to salary sacrifice some of their pay under this Agreement into their superannuation fund, in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

30.2 Where an Employee elects to salary sacrifice, they must do so in writing, specify the amount to be deducted and may withdraw the deductions in writing at any time.

Part 7 Leave

31 Definitions

In this Part, as per the FW Act:

Immediate family means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of an Employee.

32 Annual leave

32.1 Annual leave is provided under the NES.

32.2 An Employee (other than a Casual Employee) is entitled to up to 20 days of paid annual leave per year of Service.

32.3 Annual leave accrues during Ordinary Hours and accumulates from year-to-year. Annual leave accrues at the rate of approximately 2.923 hours per week.

32.4 Annual leave may be taken at any time agreed to between the Employer and an Employee or as directed by the Employer under clauses 32.8, 32.9 and 32.10. The Employer must not unreasonably refuse an Employee's request to take annual leave.

Payment for annual leave

32.5 An Employee on annual leave must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

32.6 An Employee on annual leave must also receive an annual leave loading, calculated at 17.5% of the Base Rates of pay.

Accrued annual leave on termination

32.7 On termination of employment, an Employee must be paid for any unused accrued annual leave at the rate that would have been payable had the Employee taken the leave, including the annual leave loading under clause 32.6.

Direction to take annual leave – Excessive leave

32.8 The Employer may require an Employee to take annual leave, as long as the Employee would be left with at least 6 weeks of accrued annual leave.

Direction to take annual leave – Annual shut-down

32.9 The Employer may require an Employee to take annual leave and / or RDOs during an annual company shutdown in conjunction with the Christmas / New Year holiday period, where at least two months' notice has been provided to Employees or they otherwise agree.

32.10 If an Employee does not have sufficient accrued annual leave and / or RDOs to cover the annual shutdown, the Employer and an Employee may agree, in writing, for the employee to take leave without pay or take annual leave in advance during that part of the temporary shutdown period.

Annual leave in advance

32.11 An employee may take a period of paid annual leave before the employee has accrued an entitlement to the leave by written agreement with the Employer. Such agreement must state the amount of leave to be taken in advance and the date on which leave is to commence. If the Employee is under 18 years of age, the agreement must be signed by the Employer and the Employee's parent or guardian.

32.12 If, on the termination, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 32.11 , 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.

Cashing-out of annual leave

32.13 An Employee may cash-out annual leave provided that:

- (a) the Employee would be left with at least 20 days of accrued annual leave;
- (b) the Employer and Employee agree in writing to cash-out the leave; and
- (c) the Employee is paid the rate that would have been payable had the Employee taken the leave, including the annual leave loading under clause 32.6.

Interaction with other leave

32.14 An Employee's accrued annual leave will not be debited for any days on which the Employee is entitled to paid absence for a public holiday under clause 36, is on paid personal / carer's leave, paid compassionate leave or community service leave.

33 Personal / carer's leave and compassionate leave

33.1 Personal / carer's leave and compassionate leave is provided under the NES.

Paid personal / carer's leave

33.2 An Employee (other than a Casual Employee) is entitled to up to 10 days of paid personal / carer's leave per year of Service.

33.3 Personal / carer's leave accrues during Ordinary Hours and accumulates from year to year. Personal/carer's leave accrues at the rate of approximately 1.461 hours per week.

33.4 Personal / carer's leave may be taken whenever an Employee is not fit for work due to a personal illness or injury, or where a member of the Employee's household or immediate family requires care because of an illness, injury or unexpected emergency.

Payment for personal / carer's leave

33.5 An Employee on paid personal / carer's leave must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

Unpaid carer's leave

33.6 Where an Employee has no accrued paid personal/carer's leave, they may take up to 2 days of unpaid carer's leave per occasion where a member of the Employee's household or immediate family requires care because of an illness, injury or unexpected emergency.

33.7 Unlike paid personal / carer's leave, unpaid carer's leave is available to Casual Employees.

Paid compassionate leave

33.8 An Employee (including a Casual Employee) may take up to 2 days of compassionate leave per occasion whenever a member of the Employee's household or immediate family has contracted an illness or sustained an injury which poses a serious threat to their life, or has died.

33.9 An Employee on compassionate leave (other than a Casual Employee) must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

Notice and evidence

33.10 An Employee who is on paid personal / carer's leave, unpaid carer's leave or paid compassionate leave must give the Employer notice of their absence as soon as practicable, advising the Employer of the expected length of the leave.

33.11 The Employer may request the Employee to provide reasonable evidence that the leave was taken for a permissible reason.

33.12 Depending on the circumstances, the Employer may require an Employee to produce a medical certificate provided by a medical practitioner as defined in the FW Act (e.g. where leave is taken next to a public holiday, a weekend or for multiple days of absence) a statutory declaration or other evidence (e.g. for a single day of absence mid-week).

If an Employee fails to provide reasonable evidence after being requested to do so, the Employee will not be entitled to be paid for their absence.

Interaction with public holidays

33.13 An Employee's accrued paid personal / carer's leave will not be debited for any days of absence on which the Employee is entitled to paid absence for a public holiday under clause 36.

34 Paid Family and Domestic Violence leave

34.1 Family and Domestic Violence is provided under the NES.

34.2 Employees include full-time, part-time and casual are entitled to up to ten (10) days of paid family and domestic violence leave each year. Paid Family and Domestic Violence leave is available in full immediately and resets on their work anniversary. It doesn't accumulate from year to year.

Notice and evidence

34.3 An Employer can request an Employee to provide evidence to show that the leave was to deal with family and domestic violence. The type of evidence required may include documents issued by Police, a relevant Court, family violence support service documents and/or a statutory declaration.

34.4 An Employer will ensure to take all reasonably practicable steps to ensure confidentiality when dealing with an application for and evidence of leave being taken under this Clause.

34.5 An Employer, where required by law or where it is necessary to protect the life, health and/or safety of the employee or another person, may disclose information about an Employee's situation.

35 Community service leave

35.1 Community service leave is provided under the NES.

35.2 An Employee is entitled to be absent from work on community service leave where they are required to provide jury service or engage in a '**Voluntary Emergency Management Activity**', as provided for in the NES.

Jury service

35.3 An Employee is not entitled to be paid while on community service leave, unless they are on jury service. However, a Casual Employee on jury service is not entitled to payment.

35.4 An Employee (other than a Casual Employee) on jury service must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay, but only during their first 10 days of absence.

Payment for jury service

- 35.5 The Employer may require an Employee to provide reasonable evidence that the Employee tried to obtain government-funded jury pay and of the amount payable or paid.
- 35.6 The Employer is only required to pay an Employee the difference (if any) between the Employee's Base Rates of pay and the government-funded jury pay.
- 35.7 If the Employee fails to provide evidence of having attempted to obtain government-funded jury pay (following a request to provide such evidence) the Employer is not required to pay the Employee for any period of jury service.

36 Public holidays

- 36.1 Public holiday leave is provided under the NES.
- 36.2 An Employee is entitled to be absent from work on a public holiday.
- 36.3 An Employer may request an Employee to work on a public holiday if the request is reasonable. However, an Employee may still refuse to work on a public holiday if the refusal is reasonable.
- 36.4 In determining whether a request is or a refusal is reasonable, relevant factors include:
- (a) the nature the Employer's business, including its operational requirements and project demands;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) the fact that public holiday loadings will be payable;
 - (d) the amount of notice given by the Employer;
 - (e) the amount of notice given by the Employee; and
 - (f) any other relevant matter.

Payment for public holidays

- 36.5 Employees (other than Casual Employees) who are absent on a public holiday on which the Employee would ordinarily have worked must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

Public holiday loading

- 36.6 An Employee who is required to work on a public holiday must be paid their applicable Base Rates of pay, plus a loading of 150%, calculated on their Base Rates of pay.

Minimum shifts on public holidays

36.7 An Employee who is required to work on a public holiday must be provided with at least 4 hours' worth of pay, regardless of whether there is sufficient work for that length of time.

Recognised public holidays

36.8 The following days (or any substituted days under the *Holidays Act 1958* (ACT)) are public holidays:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Canberra Day;
- (d) Good Friday;
- (e) Easter Saturday;
- (f) Easter Monday;
- (g) 25 April (Anzac Day);
- (h) King's Birthday;
- (i) Labour Day;
- (j) Reconciliation Day;
- (k) 25 December (Christmas Day);
- (l) 26 December (Boxing Day).

Substituted public holidays

36.9 The Employer and an Employee may agree to substitute a public holiday (or part of that day) for another day or part-day.

37 Long service leave

Employees may be entitled to long service leave in accordance with the NES and the *Long Service (Portable Schemes) Act 2009* (ACT) and / or the *Long Service Leave Act 1976* (ACT).

38 Parental leave

An Employee may be entitled to parental leave in accordance with the NES and the *Paid Parental Leave Act 2010* (Cth).

Part 8 Stand down

39 Inclement Weather

39.1 **Inclement Weather** means any kind of weather (whether wind, rain, heat, cold etc) that makes it unsafe for Employees to work.

39.2 Employees who consider that there is or is likely to be Inclement Weather must speak with their manager / supervisor as soon as possible.

39.3 If the manager / supervisor considers that it is unsafe for Employees to commence or continue working, the Employer may direct Employees to work in other areas or transfer Employees to other sites that are unaffected by Inclement Weather.

39.4 Employees may be required to walk through the open to get to transportation or other areas or sites unaffected by Inclement Weather.

Additional wet weather procedure

39.5 Subject to clauses 39.3 and 39.4, where Inclement Weather is caused by rain, the following additional procedure will apply:

- (a) if there is Inclement Weather at the commencement of a shift, Employees must remain on-site in lunch sheds or other reasonable shelter for a minimum of 4 hours, but after 4 hours will be entitled to leave the site without loss of pay, subject to clause 39.8;
- (b) if there is Inclement Weather after midday, Employees must remain on-site in lunch-sheds or other reasonable shelter until they have been on-site for a total of 8 hours, after which they will be entitled to leave the site;
- (c) in all other cases, where there is Inclement Weather due to rain, Employees must remain on-site in lunch-sheds or other reasonable shelter for at least 50% of the remaining daily Ordinary Hours, after which they will be entitled to leave the site without loss of pay, subject to clause 39.8.

Additional hot weather procedure

39.6 Subject to clauses 39.3 and 39.4, where external temperatures are above 37°C (as measured by the most recent reading at the closest Bureau of Meteorology automatic weather station) and such temperatures are likely to persist, such weather will be deemed to be Inclement Weather and the following additional procedure will apply:

- (a) the Employer may direct Employees to work in areas that are air-conditioned or clearly cooler than 37°C;

- (b) if there are no areas that are air-conditioned or clearly cooler than 37°C, Employees will be entitled to leave the site without loss of pay, subject to clause 39.8.

Emergency work

39.7 The Employer may require Employees to work during periods of Inclement Weather where emergency work is required. In such cases the Employer will attempt to rotate Employees to limit exposure to Inclement Weather and will provide sufficient personal protective equipment.

Payment for periods of Inclement Weather

39.8 Employees (other than Casual Employees) must be paid for periods during which they cannot be usefully employed due to Inclement Weather at applicable rates of pay for Ordinary Hours, up to a maximum of 32 hours in any given calendar month, including time accruing towards RDOs. For the avoidance of doubt, Employees (other than Casual Employees) are entitled to payment even where they have been directed not to attend work.

Part 9 Work health and safety

40 General duties

- 40.1 The Employer recognises its duties under the *Work Health and Safety Act 2011* (ACT) and the *Work Health and Safety Regulation 2011* (ACT) to ensure, so far as is reasonably practicable, the health and safety of Employees.
- 40.2 Employees must take reasonable care for their own health and safety and take reasonable care that their acts or omissions do not risk the health and safety of other persons.
- 40.3 Employees must notify their immediate supervisor when they have been requested to perform tasks that they feel they lack the knowledge, experience, or ability to perform such a task in a safe manner.
- 40.4 Employees must comply with the work health and safety policies, procedures and practices of the Employer and any reasonable instruction of the Employer in relation to work health and safety. A failure to comply with work health and safety obligations or follow reasonable instructions in relation to work health and safety may result in disciplinary action, including summary dismissal.

41 Fitness for work

- 41.1 Given the inherently dangerous nature of construction work, Employees must be fit for work, so that they are not at risk to either themselves or others.
- 41.2 An Employee may be unfit for work due to a range of reasons, including but not limited to, fatigue, use of prescription drugs, illicit drugs and / or alcohol. If an Employee considers that they or any other Employee(s) are unfit for work, they must immediately notify their supervisor.
- 41.3 The Employer has a zero-tolerance policy in relation to sale, supply or consumption of illicit drugs and / or alcohol during work (including breaks). Consumption of alcohol for company events must occur off-site. Sale, supply or consumption of illicit drugs and / or alcohol during work (including breaks) will result in summary dismissal without notice.
- 41.4 The Employer may introduce mandatory drug and / or alcohol testing, following consultation with Employees.
- 41.5 Employees must comply with a direction from the Employer to undertake a medical assessment by a medical practitioner nominated by the Employer where the Employee is unfit for work, or incapable of safely performing their duties, due to illness or injury. The Employer will pay for the medical assessment.

42 **Personal protective equipment**

42.1 All Employees shall be supplied upon engagement with the following personal protective equipment (**PPE**) as required:

- (a) sunscreen;
- (b) sun-protective hats;
- (c) safety glasses;
- (d) gloves;
- (e) hard hats;
- (f) high-visibility safety vests;
- (g) steel-capped work boots; and
- (h) any other PPE reasonably required.

42.2 The Employer will replace PPE as required, but Employees must take care of their PPE. Repeated unreasonable damage to PPE may result in disciplinary action.

42.3 While at work, the Employee must have their PPE with them at all times, to be used as necessary. Where an Employee fails to bring PPE with them to work they may be stood-down without pay until they return to work with their PPE.

Part 10 Training

43 Training

- 43.1 The Employer encourages Employees to undertake vocational education and to seek formal recognition of their skills, including by way of recognising prior learning.
- 43.2 Where a written application is made by an Employee to undertake vocational education relevant to their role, subject to the approval of the Employer, Employees will be provided with paid leave to attend training.
- 43.3 For approved training, Employees must be paid for time spent training (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at applicable Base Rates of pay.

Part 11 Termination of employment

44 Notice of termination

44.1 Notice of termination is provided under the NES.

44.2 The Employer must not terminate the employment of an Employee (other than a Casual Employee) unless the Employer provides written notice of termination or payment in lieu of notice.

44.3 From the day that written notice is given, the Employer may allow the Employee to work for the period indicated in the table below, or alternatively provide for payment in lieu of notice for that period, at the rates of pay that would have been paid to the Employee for the hours of work that they would have worked during the notice period (including any likely overtime).

Period of Service	Period of notice / payment in lieu
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

44.4 The period of Service is to be counted at the end of the day on which written notice was given.

44.5 If an Employee is over 45 years old and has provided at least 2 years' Service, they must be provided with an extra week of notice in addition to their entitlement under the table in clause 44.3.

44.6 Notice of termination is not required where an Employee has been terminated because of serious misconduct.

Employee termination

44.7 Where an Employee terminates their employment, they must provide notice on the basis indicated in the table in clause 44.3. Where the Employee fails to provide the required period of notice, the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages.

Actions on termination

44.8 Upon termination, Employees must return all company property, including but not limited to, vehicles, mobile phones and PPE.

45 Redundancy pay

Industry-specific redundancy scheme

45.1 Redundancy pay is provided as per section 34 of the Award which is replicated below.

45.2 The following redundancy clause is an industry specific redundancy scheme as defined in section 12 of the FW Act. In accordance with section 123(4)(b) of the FW Act the provisions of Subdivision B—Redundancy pay of Division 11 of the NES do not apply to Employees.

Definition

45.3 For the purposes of this clause, redundancy means a situation where an Employee ceases to be employed by an Employer to whom this Award applies, other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning.

Redundancy pay

45.4 A redundant Employee will receive redundancy / severance payments, calculated as follows, in respect of all continuous Service with the Employer:

Period of continuous Service with an Employer	Redundancy/severance pay
Less than one year	See clause 45.5.
1 year or more but less than 2 years	2.4 weeks' pay plus for all Service in excess of 1 year, 1.75 hours pay per completed week of Service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all Service in excess of 2 years, 1.6 hours pay per completed week of Service up to a maximum of 7 weeks' pay
3 years or more than but less than 4 years	7 weeks' pay plus, for all Service in excess of 3 years, 0.73 hours pay per completed week of Service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

45.5 Provided that an Employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of

Service if, and only if, redundancy is occasioned otherwise than by the Employee.

- 45.6 Week's pay means an Employee's Base Rates at the time of termination multiplied by 38. Hour's pay means an Employee's Base Rates at the time of termination.
- 45.7 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.
- 45.8 Any period of Service as a Casual Employee will not entitle an Employee to accrue Service in accordance with this clause for that period.
- 45.9 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 that Employer for a further 12 months.

Redundancy pay schemes

- 45.10 As per the Award, an Employer may offset an Employee's redundancy pay entitlement in whole or in part by contributions to a redundancy pay scheme.

Employee leaving during notice period

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

Part 12 Signatories to Agreement

The persons below sign this Agreement in accordance with section 185(5) of the FW Act and regulation 2.06A of the *Fair Work Regulations 2009* (Cth).

On behalf of the Employer



Name: Jason Cooper

Capacity to sign: Director

Address: 9 of 157 Gladstone St, Fyshwick, ACT 2609

Date: 11-12-2023

On behalf of the Employees



Name: Timothy Hunt

Capacity to sign: Plumber

Address: 12 Douglas cl carwoola

Date: 11/12/23

Appendix A

1 Classification of Employees

Employees will be classified by the Employer according to their skills, experience and qualifications, against the criteria indicated in the occupations descriptions in the table below, in conjunction with the Award.

2 Base Rates of pay

2.1 The Base Rates of pay below are inclusive of the relevant all-purpose allowances. All-purpose allowances are the allowances included in the all-purpose rates of pay as defined in clause 2 of the Award.

2.2 For hours worked, the Base Rates of pay for Employees (other than Apprentices) are as indicated in the table below:

Classification criteria	Base Rates	Productivity Allowance (per hour)
<p>General labourer</p> <p><u>Duties:</u> who is engaged as such by the Employer and performs general duties as directed, predominantly including but not limited to assisting tradespersons and plant operators.</p>	\$30.00	Not applicable
<p>Plant Operator</p> <p><u>Duties:</u> Employee who is engaged as such by the Employer and who predominantly operates mobile plant, including but not limited to excavators, skid-steers and rollers.</p>	\$35.86	\$5.00
<p>Level 1 Tradesperson (also known as Journeyman Plumber)</p> <p><u>Qualifications:</u> Employee who has completed a drainer's or plumber's apprenticeship.</p> <p><u>Service:</u> Employee with less than two years' experience as a drainer or plumber.</p> <p><u>Duties:</u> An Employee who is engaged as such by the Employer and who predominantly undertakes plumbing and/or drainage works</p>	\$41.84	\$4.00
<p>Level 2 Tradesperson</p> <p><u>Qualifications:</u> Employee who has completed a drainer's or plumber's apprenticeship.</p> <p><u>Service:</u> Employee with more than two years' experience as a drainer or plumber.</p> <p><u>Duties:</u> An Employee who is engaged as such by the Employer and who predominantly undertakes plumbing and/or drainage works.</p>	\$44.35	\$5.20

*** Note:** an Employee cannot be classified as a Junior Tradesperson or Senior Tradesperson unless they have formally recognised trade qualifications, such as a Trade Certificate issued by a registered training organisation or a relevant government authority, or are otherwise deemed to be competent by the Employer to perform the work of a Junior Tradesperson or Senior Tradesperson.

2.3 Nothing in this Agreement prevents the making of a common law contract of employment providing for rates which are superior to those indicated in the table above.

2.4 For the avoidance of doubt, this Agreement would still apply where a common law contract of employment is made.

Junior Apprentice rates

2.5 For hours worked, the Base Rates of pay for Junior Apprentices are as indicated in the table below.

	Base Rates
Stage 1	\$17.35
Stage 2	\$19.74
Stage 3	\$21.54
Stage 4	\$26.92

Note: a Junior Apprentice is an Employee who is younger than 21 years of age when they enter into their contract of training for a trade qualification.

Adult Apprentice rates

2.6 For hours worked, the Base Rates of pay of pay for Adult Apprentices are as indicated in the table below.

	Base Rates
Stage 1	\$24.53
Stage 2	\$24.53
Stage 3	\$24.53

Stage 4	\$26.92
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Note: an Adult Apprentice is an Employee who is 21 years of age or older when they enter into their contract of training for a trade qualification.

3 Travel Allowance

All Employees who travel to a construction site will receive the daily travel allowance as indicated in the table below:

Classification criteria	Travel Allowance (per day)
General labourer	\$20.00
Plant operator	\$20.00
Level 1 Tradesperson	\$20.00
Level 2 Tradesperson	\$20.00
Apprentices (junior and adult)	\$15.81

4 Loadings summary

The Base Rates of pay indicated in item 2 of Appendix A above may also be subject to the following loadings:

Overtime loadings	Loading	Clause
Monday to Friday: first 2 hours	50%	21.7
Monday to Friday: more than 2 hours	100%	21.7
Weekend loadings	Loading	Clause
Saturday: first 2 hours	50%	21.7
Saturday: more than 2 hours	100%	21.7
Saturday: after midday	100%	21.7
Sunday: all hours	100%	21.7
Public holiday loadings	Loading	Clause

Public holiday	150%	36.6
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