



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Firewize Services Pty Ltd

(AG2012/8135)

FIREWIZE SERVICES PTY LTD AND CEPU - PLUMBING DIVISION (VIC) FIRE PROTECTION AGREEMENT VICTORIA 2011 - 2015

Plumbing industry

SENIOR DEPUTY PRESIDENT ACTON

MELBOURNE, 2 OCTOBER 2012

*Application for approval of the Firewize Services Pty Ltd and CEPU - Plumbing Division
(Vic) Fire Protection Agreement Victoria 2011-2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Firewize Services Pty Ltd and CEPU - Plumbing Division (Vic) Fire Protection Agreement Victoria 2011-2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Firewize Services Pty Ltd. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54, will operate from 9 October 2012. The nominal expiry date of the Agreement is 31 October 2015.

[4] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Plumbing Division (Vic) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

SENIOR DEPUTY PRESIDENT

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**Firewize Services Pty Ltd
and
CEPU – Plumbing Division (Vic)**

**Fire Protection
Enterprise Agreement
2011 – 2015**

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PART 1 – APPLICATION AND OPERATION

1. TITLE

This agreement shall be known as the Firewize Services Pty Ltd and CEPU - Plumbing Division (Vic) Fire Protection Agreement Victoria 2011–2015.

2. PARTIES AND PERSONS BOUND

This Agreement shall be binding upon:

- 2.1** Firewize Services Pty Ltd (“the employer”) in respect of persons employed in connection with the preparing, erecting, fitting, fixing, altering, overhauling or repairing 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 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 will commence from the beginning of the first full pay period commencing on or after seven (7) days from the date the Agreement is approved by Fair Work Australia and shall remain in force until 31 October 2015.

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** 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.
- 4.3** 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.
- 4.4** It is agreed that there be no increase to wages and allowances, other than contained in this agreement, prior to 31 October 2015.
- 4.5** This Agreement covers all claims made whether or not expressly referred to in the Agreement.
- 4.6** Unless otherwise specified, increases in Wages and Allowances in this Agreement will accrue from the first full pay period commencing on or after 1 March 2012.

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.

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

- 8.1** Subject to this clause, the terms of the Agreement may be varied by an individual flexibility arrangement ("IFA").
- 8.2** The Enterprise will not make an IFA unless the following conditions are satisfied:
- (a) The IFA must be about matters that would be permitted matters if the arrangement were an Enterprise agreement;
 - (b) The IFA must not include a term that would be an unlawful term if the arrangement were an Enterprise agreement;
 - (c) The IFA must be genuinely agreed to by the Enterprise and the employee;
 - (d) The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;
 - (e) The IFA must be able to be terminated:
 - i. by either the employee, or the employer, giving written notice of not more than twenty-eight (28) days; or
 - ii. by the employee and the employer at any time if they agree, in writing, to the termination.
 - (f) The IFA must be in writing and signed:
 - i. in all cases - by the employee and the Enterprise; and

- ii. if the employee is under 18 - by a parent or guardian of the employee; and
- (g) The IFA must be given to the employee within fourteen (14) days after it is agreed to.

8.3 It is a very serious breach of this Agreement if the Enterprise enters into an IFA and the above conditions are not satisfied.

8.4 The terms that may be subject to an IFA are:

- (a) Salary Sacrificing; and
- (b) Leading Hands Allowance

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 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 43 – Annual leave; or
- (f) Any other leave authorised by the Enterprise or available under this Agreement.

9.3 FWA means Fair Work Australia.

9.4 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. Fire Protection Tester also undertakes the inspection, testing and maintenance of fire protection systems, which may include complex fire protection systems.

9.5 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);
- 9.6 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.
- 9.7 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.
- 9.8 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
- 9.9 OHS Act** means the Occupation Health and Safety Act 2004 as amended or replaced time to time.
- 9.10 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.
- 9.11 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%).
- 9.12 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.
- 9.13 Union** means The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division (CEPU).

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

10. CONSULTATION

10.1 This term applies if:

- (a) the Enterprise has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its Enterprise; and
- (b) the change is likely to have a significant effect on employees of the Enterprise.

10.2 The Enterprise must notify the relevant employees of the decision to introduce the major change.

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

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Enterprise of the identity of the representative; the Enterprise must recognise the representative.

10.4 As soon as practicable after making its decision, the Enterprise 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 Enterprise 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.

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

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

10.7 If a term in the Enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the business of the Enterprise, the requirements set out in subclauses 10.2, 10.3 and 10.4 are taken not to apply.

10.8 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 Enterprise's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs

10.9 In this term, **relevant employees** means the employees who may be affected by the major change.

11. CONSULTATIVE MECHANISMS

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

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 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 may be submitted to the Building Industry Consultative Committee Disputes Panel for resolution. 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/Enterprise representative or advisor to assist the parties to resolve the issue.

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.
- (d) 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 3.6 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 RESOLUTION PROCEDURE

- 14.1** A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Agreement or disputes concerning the National Employment Standards or incidental to the operation of the Agreement should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement or disputes concerning the National Employment Standards (or any other

dispute related to the employment relationship) shall be dealt with according to the following procedure.

14.2 In the event of any work related grievance arising between the Enterprise and an employee or employees, the matter shall be dealt with in the following manner where at each step an employee may be represented including for the purposes of a formal determination procedure by Fair Work Australia:

- (a) The matter shall be first submitted by the employee/s or his/her employee representative or other representative to the site foreperson, supervisor or the other appropriate site representative of the Enterprise, and if not settled, to a more senior Enterprise representative.
- (b) Alternatively, the Enterprise may submit an issue to the employee/s who may seek the assistance and involvement of the employee representative or other representative.
- (c) Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- (d) If still not resolved, there may be discussions between the relevant Employee Representative official (if requested by the employee/s), or other representative of the employee, and senior Enterprise representative.
- (e) The relevant Employee Representative commits to make himself/herself available to be involved at any stage of the procedure as required, or in respect of any potential dispute.
- (f) Should the matter remain unresolved either of the parties or their representative shall refer the dispute at first instance to the Victorian Building Industry Disputes Panel (which shall deal with the dispute in accordance with the Panel Charter).
- (g) Either party may, within fourteen (14) days of a decision of the Panel, refer that decision to the Fair Work Australia (FWA) for review. The FWA may exercise its conciliation and/or arbitration powers in such review.

14.3 Any outcome determined by the Victorian Building Industry Disputes Panel or the FWA pursuant to this procedure will not be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the Fair Work Act 2009 or the Building and Construction Industry Improvement Act 2005.

14.4 This procedure shall be followed in good faith without unreasonable delay.

14.5 If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to the FWA.

14.6 Conciliation

- (a) The person(s) who raised the dispute, or his or her expressly nominated representative (organisation or agent), may refer the dispute to the FWA for private conciliation.
- (b) Before the process commences the FWA may confer with the parties informally about matters of procedure, such as:
 - i. the presentation of each side's position (whether oral or in writing);
 - ii. confidentiality requirements;
 - iii. representation at the private conciliation;

- iv. timing, location (on site?) and duration of the conciliation;
 - v. whether a telephone conference is all that is needed in the first instance; and
 - vi. any further particulars about the FWA's role in relation to establishing procedures.
- (c) Subject to the preceding clause, it is agreed that the FWA will observe confidentiality about all aspects of the dispute, and, consistent with its expected role to this point, may do such things as:
- i. help the parties identify and define the matters in dispute;
 - ii. help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
 - iii. where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively; and
 - iv. act as the facilitator of direct negotiations between the parties.
- (d) The parties further agree that during the conciliation, the FWA may, at its discretion, discuss the matter(s) in dispute privately with any of the parties to the dispute or their representatives. The FWA shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised to do so.
- (e) If the FWA is of the view that having completed the above process the matter(s) in dispute remains unresolved, it may:
- i. make suggestions for resolution of the dispute;
 - ii. express opinions as to what would constitute a reasonable resolution of the dispute, or any part thereof; or
 - iii. if the matter in dispute is not resolved, it may within seven (7) days of notice of termination provide a written report to the parties expressing the FWA's opinion of what would constitute a reasonable resolution of the dispute, or any part thereof.
- (f) Any function performed by the FWA in this regard is advisory only, and is not binding upon the parties.

14.7 Formal Determination

- (a) If the matter(s) in dispute remain unresolved the FWA may make a formal determination.
- (b) The parties agree to abide by the determination.
- (c) An employee/s may be represented for the purposes of a formal determination procedure by Fair Work Australia.
- (d) Before making its determination the FWA will give the parties an opportunity to be heard formally on the matter(s) in dispute. In making its determination the FWA will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in mediation.
- (e) The FWA can make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.
- (f) The FWA will provide the determination in writing to the parties as quickly as practicable after hearing the parties. A determination of the disputed matter or matters will not constitute an order by the FWA under the Fair Work Act 2009.

14.8 This procedure shall be followed in good faith without unreasonable delay.

If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to the FWA.

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 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 particular, whether they are to be full-time on daily hire or a casual employee.

16. WEEKLY HIRE

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

17. CASUAL EMPLOYEES

- 17.1 The Enterprise will not engage employees as casual employees merely to avoid an obligation under this Agreement.
- 17.2 A casual employee is an employee engaged and paid as such.
- 17.3 In addition to the appropriate rate for the type of work, a casual employee will be paid an additional twenty five percent (25%) of the hourly rates with a minimum payment for three (3) hours' employment.
- 17.4 The casual loading prescribed in subclause 17.3 will be paid to relevant employees in lieu of paid leave and public holidays, notice on termination, redundancy benefits and other attributes of employment to compensate for the nature of casual employment.
- 17.5 A casual employee who has been engaged on a regular and systematic basis for a period of three (3) months or more will automatically convert to weekly hire employment.
- 17.6 Where a casual employee elects to convert their employment to weekly hire in accordance with subclause 17.5, conversion to weekly hire will be offered on a full-time basis only (i.e. a weekly hire employee is engaged and paid for thirty-six (36) hours per week).

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

19.1 General

- (a) Apprentices will be engaged for a period of four (4) years.
- (b) Except where it is inconsistent with this clause, the provisions of the Vocational Education and Training Act 1990 (Victoria) will apply to apprentices.

19.2 Terms, Conditions, Amounts and Allowances

- (a) Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this Agreement (including fares and travelling time in

accordance with Appendix A) at the full rate unless otherwise prescribed by this clause.

- (b) The minimum weekly wage to be paid to apprentices will be in accordance with Appendix A.
- (c) 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.
- (d) Apprentices will be paid all wages and allowances as specified by this Agreement for time spent attending a Registered Training Organisation in the course of their apprenticeship. All time spent attending the Registered Training Organisation in the course of the apprenticeship will count as time served for all purposes.
- (e) Clause 32 – Presenting for work but not required and Clause 21 – Termination of Employment of this Agreement will not apply to apprentices.
- (f) The apprentice will be released by the Enterprise to attend a Registered Training Organisation 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).

19.3 Reimbursement of Tuition Fees

- (a) Apprentices attending a Registered Training Organisation will be reimbursed tuition fees and cost of materials paid by the apprentice in respect of their training at the end of each year.
- (b) Reimbursement will be subject to presentation of evidence:
 - i. supporting the satisfactory completion of such training; and
 - ii. evidence of payment.
- (c) Where an apprentice termination occurs by mutual agreement or redundancy, the apprentice shall be entitled to a reimbursement for tuition fees and course materials for all schooling that has been successfully completed up to the termination date.
- (d) Reimbursement in accordance with subclause 19.3 will not “double dip” any government subsidy, reimbursement payment by another employer, or similar payments to which the apprentice may be entitled.

20. SHAM CONTRACTING

20.1 The parties to this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode employee entitlements and affect the job security of employees covered by this Agreement.

20.2 **Sham contracting** means sham arrangements as described in Part 3-1, Division 6 of the Fair Work Act.

20.3 If the Company wishes to engage a subcontractor or labour provider to perform work performed by its employees under this Agreement, the company shall advise the employees prior to commencement on site.

20.4 Subclause 20.3 will not apply in circumstances where the subcontractor or labour provider is a party to an enterprise agreement which offers substantively similar terms and conditions of employment as this Agreement.

20.5 The Enterprise shall only engage subcontractors or labour providers, to do work what would be covered by this Agreement if it was performed by the employees, who apply wages and conditions that are no less favourable than that provided for in this

Agreement. This will not apply where the Enterprise is contractually obliged by the head contractor / client to engage a specific nominated subcontractor or labour provider to do specialist work.

20.6 The Company will not end the employment of an employee (or employees) for reason of redundancy where the Company has engaged a subcontractor or labour provider to perform work performed by such employee(s) under this Agreement.

20.7 The provisions of this clause will not apply in respect to specialist contractors.

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) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice, had their employment not be terminated, must be used.

(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

(a) 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.

(b) If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

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.

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

- (a) The Enterprise shall participate in a Redundancy Protection Scheme and shall make relevant contributions on behalf of all employees to provide for the payment of redundancy benefits to employees.
- (b) The benefits to be provided to the Employees shall be equivalent to the benefits provided by the Incolink Redundancy Protection Scheme.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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).
- (g) 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.
- (h) 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.

- (i) The provisions of this clause will not result in any 'double dipping' in respect to benefits payable to an employee.
- (j) 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 22.2 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) Employees may be paid by Electronic Funds Transfer. Pay slip information shall be provided within one day of payment
- (c) 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:
 - i. Name and classification of the employee;
 - ii. Date of payment;
 - iii. Period covered by such payment;
 - iv. The number of ordinary hours worked;
 - v. The amount of wages for work at ordinary rates and the hourly rate;
 - vi. The gross amount of wages and allowances paid;
 - vii. The amount of each deduction made and the name of the fund or account to which it was paid;
 - viii. The net amount of wages and allowances paid;

In addition, the following details will also be included in the statement when such payments and benefits apply:

- ix. The number of hours paid at overtime rates, the hourly rate(s) and the total amount paid;
- x. The amount of allowances or special rates paid and the nature thereof;
- xi. Annual leave loading payments;
- xii. Payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays;
- xiii. The employee's superannuation fund name, account number and amount of contributions made to it;

as required by Regulation or under the *Fair Work Act 2009 (as amended)*; as well as the following:

- xiv. The employee's long service leave registration number.
- (d) Failure to comply with subclause 23.1(e) will not constitute a breach of this Agreement where the Enterprise has already incurred a penalty for breach of the Fair Work Act 2009 (as amended) or Regulations made pursuant to the Fair Work Act 2009 (as amended) in respect of that specific act or omission.

23.2 Payment on termination

When notice is given in accordance with clause 21 – Termination of employment, monies due to the employee will be paid at the time of termination. Where this is not practicable they will be sent by registered post or, if the employee is normally paid by electronic funds transfer, transferred into the employee's account within two working.

23.3 Time Records

- (a) Each employer shall keep a record from which can be readily ascertained the following:
 - i. The name of each employee and his/her classification.
 - ii. The hours worked each day.

- iii. The gross amount of wages and allowances paid.
- iv. The amount of each deduction made and the nature thereof.
- v. The net amount of wages and allowances paid.
- vi. The nominated day in accordance with clause 21 – Hours of work.
- vii. The employers' Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.
- viii. 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.
- ix. A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies. (Where such documentation is available under State Legislation.)
- x. The employer's and the employee's appropriate industry Superannuation Scheme number and the contribution returns by the employer to the Scheme on behalf of the employee, where such benefits apply.

(b) All records and documentation referred to in 23.3(a), or copies thereof, shall be available for inspection by the employee during the usual office hours, at the employer's office, or other convenient place.

24. SUPERANNUATION

24.1 Ordinary time earnings will mean the ordinary rate of pay the employee receives for ordinary hours of work including industry allowance, registration allowance, shift loading, service/testing/site allowances, leading hand allowances, in charge or supervisory allowances where applicable. The term includes any regular over agreement pay as well as casual rates received for ordinary hours of work.

24.2 The Enterprise will be, and remain during the life of this agreement, a participating Enterprise in the Construction and Building Unions Superannuation Scheme (C+BUS). No employee will commence employment unless he/she is a registered worker in the C+BUS Scheme.

24.3 The level of contributions paid on behalf of each Sprinkler Pipe Fitter will be the greater amount of ***nine percent (9%) of the ordinary time earnings as defined by the Australian Taxation Office***; or

1st Pay Period Commencing On or After	Per Week
1 March 2012	\$150.00
1 March 2013	\$155.00
1 March 2014	\$160.00
1 March 2015	\$165.00

24.4 The subject of superannuation is extensively dealt with by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties except as provided for under this Agreement. The above contribution rates do not limit an Enterprise's liability under the Superannuation Guarantee Charge (SGC).

24.5 Apprentices Trades Assistants and Sprinkler Fitter / Fire Protection Worker Labourers will receive the applicable Federal Government guarantee prescribed under the relevant Superannuation act.

- 24.6** All superannuation contributions will be paid monthly, as required by the trust deed. The Enterprise will sign, at the same time as it signs this agreement, a variation to the C+BUS trust deed to reflect this agreement.
- 24.7** Where an employee wishes to have their pay salary sacrificed for additional superannuation, the Enterprise will comply with the employee's request as soon as possible. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate. Such sacrifice will be in addition to the employer's Superannuation Guarantee (Administration) Act 1992 obligations.
- 24.8** Where an employee exercises this option, or similar options, such contributions will be deemed to be part of their wages for the purposes of the *Fair Work Act 2009 (as amended)*.
- 24.9** Where an employee or an employee's authorised representative requests to examine the superannuation records to confirm compliance, and in accordance with applicable legislation, the Enterprise will meet such a request.

24.10 Absence from work

Subject to the trust deed to the fund of which an employee is a member, the following provisions will apply.

(a) Paid leave

- i. 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.
- ii. Payments made by the Enterprise 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.

(b) Unpaid leave

- i. Contributions will not be required in respect of any period of absence from work without pay of one (1) day or more.
- ii. For the purpose of clarity, where an employee receives a payment for any purpose other than in accordance with subclause 24.10(a)(i), the employee will be deemed to be on unpaid leave.

(c) Work related injury or illness

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

- i. the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the enterprise in accordance with statutory requirements or the provisions of this Agreement
- ii. the person remains an employee of the Enterprise

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 below will made.

25.3 The defined payments are:

With dependants	\$250,000
Without dependants	\$150,000

26. INCOME PROTECTION

26.1 All workers will be covered by the extended Incolink Leisure Time Insurance and Income Protection Scheme which provides defined weekly payments (for the current table of benefits, contact Incolink) for up to a maximum 104 weeks in the event of an extended work absence arising from any personal illness or injury (whether or not work related).

26.2 The employer will contribute \$8.50 per week per employee towards the cost of such insurance.

26.3 To maintain this cover the employer agrees to pay the amounts 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.

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.

27.3 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 employee's ordinary rate and accrued entitlements prescribed by clause 31 – Hours of work, 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.
- 28.7** The Enterprise may at any time apply to the FWA 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 \$183.28 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

Where a Project Agreement which has been approved by Fair Work Australia, (or any other successor body), or has been approved in accordance with the *Fair Work Act 2009*, and is compliant with the National Building Code and Guidelines, the following shall apply:

- 30.1** Where a Project Agreement prescribes rates of pay and conditions to apply across the site which are not less than those contained herein, those rates and conditions will apply and the terms of this Agreement shall be suspended for the purposes of the site; or
- 30.2** 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.
- 30.3** Where the Project Agreement is a mixed Metals Site Agreement the rates and allowances provided for in the mixed metals site agreement shall be deemed to have been calculated at 105%.

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 7.00 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 employees starting time will be between 6am and 9:30am, provided that the worker shall be given 24 hours' notice 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 employees and the employee representative. 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 Rostered Days Off (RDO) schedule for 2011 at Appendix C will be observed.
 - (b) The RDO calendar for 2012 and subsequent years will be agreed between the parties.
 - (c) Employee/s will receive twenty-six (26) RDOs each year.
 - (d) The Enterprise and a majority of employees and the employee representative may agree on the RDO arrangements allowing flexibility regarding the taking of RDOs.
 - (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.
 - (f) 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 employees and the Enterprise representative 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 and Employees can work a maximum of 8 hours overtime pre week.
- 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 34, 24 and 25 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.

34. CALL-BACK

- 34.1** 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.
- 34.2** 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.

35. SERVICE WORK

- 35.1** 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.
- 35.2** 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.

36. 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:

- (a) Permanent stand-by on roster \$39.30 per week of 7 days extra.
- (b) For other than permanent stand-by on roster each Monday to Friday on call a rate of \$4.23 per night extra and for each Saturday, Sunday or Public Holiday on call a rate of \$29.02 extra.
- (c) An employee's telephone rental to be paid by the employer.

37. SHIFT WORK

37.1 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.

37.2 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 providing starting time for shifts shall not be before 3.00 p.m.
- (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.

37.3 The rate of pay for shift work shall be the ordinary rate plus 100 per cent (200%) except by agreement between the Enterprise and a majority of employees and the employee representative.

38. WORK BREAKS

38.1 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.

38.2 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.

38.3 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.

38.4 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.

38.5 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 36.4; 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 36.5(b)(i), the employee will be regarded as having worked twenty (20) minutes more than the time actually worked and be paid accordingly.
- (e) Subclauses 36.4 – Daily rest breaks and 36.5 – 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 31.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

38.6 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

39. PUBLIC HOLIDAYS

39.1 Employee/s will be entitled to the following holidays without deduction of pay:

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

39.2 Subject to the agreement of the Enterprise and a majority of employees employee/s 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/s concerned.

39.3 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.

39.4 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.

39.5 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.

39.6 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.

39.7 Family picnic day

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

40. PERSONAL (sick and carer's) LEAVE

40.1 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 (in accordance with subclause 38.7) 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).

40.2 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 38.4, will commence on the anniversary of engagement.

40.3 Unused personal leave will accumulate from year to year.

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

40.5 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.

40.6 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.

40.7 Sick leave

This subclause will be read in conjunction with clause 41 – Portability of Sick Leave. In the event of any inconsistency, clause 41 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.

40.8 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 38.7 (with the exception of subclause 38.7(d)) do not apply to casual employees.

41. PORTABILITY OF SICK LEAVE

- 41.1** To support the costs of the Incolink scheme the Enterprise has agreed to pay (in accordance with the Trust Deed) an industry surcharge of \$1.80 per week per employee.
- 41.2** 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.
- 41.3** The Enterprise shall pay contributions to the Incolink PSL Scheme on behalf of each employee in accordance with the Trust Deed. If Incolink nominates any other fund, the Enterprise shall pay contributions to that fund on behalf of each employee in accordance with the constituting documents of that other fund.
- 41.4** 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.
- 41.5** 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 38.6 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.

41.6 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.

41.7 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.

42. COMPASSIONATE LEAVE

42.1 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.

42.2 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.

42.3 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.

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

42.5 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.

42.6 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.

42.7 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.

43. ANNUAL LEAVE

43.1 Entitlement

Employees (except casual employees) will be entitled to four (4) weeks per annum, after 12 months continuous service (less the period of annual leave) with an employer.

43.2 Payment

- (a) For the period of annual leave entitlements from the first full pay period after 1st March 2012, an employee will be paid his / her current ordinary rate (including leading hand allowance, if applicable, as shown in Appendix A
- (b) For annual leave entitlements accrued prior to the first full pay period after 1st March 2012, payment will be at the ordinary time rate applicable as of 1st March 2012 plus any increases due, excluding the amount calculated in order to allow for the one hours travel to be made for "all purposes".

For the purpose of clarity; annual leave accrued with the enterprise prior to the first full pay period 1st March 2012, that entitlement shall not attract the all-purpose rate in Appendix A.

- (c) In addition to the amount in subclause 43.2(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.
- (d) Prior to going on annual leave the employee will be paid in advance for the period of annual leave.

43.3 Taking Leave

- (a) An employee may take annual leave in periods agreed between the Enterprise 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 Enterprise may direct an employee to take paid annual leave during all or part of a period where the Enterprise shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay. The Enterprise may exercise the right to shut down the business or part of the business once in each calendar year.
- (e) The Enterprise may direct an employee to take annual leave in circumstances where:
 - i. the employee has accrued more than six (6) weeks of annual leave;
 - ii. the Enterprise and employee are unable to reach agreement on the taking of the leave;
 - iii. the Enterprise 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

43.4 Leave in Advance

An employee:

- (a) by agreement with the Enterprise may take any amount of annual leave before leave becomes due;
- (b) having taken undue annual leave having his/her services legitimately terminated prior to completing twelve (12) months continuous service may, at the instigation of the Enterprise, have deducted from whatever remuneration is payable upon termination, the payment received for the taken annual leave;
- (c) having worked twelve (12) months in the Industry with more than one Enterprise without taking annual leave will be entitled to take pro-rata annual leave. The employee will be paid one twelfth (1/12) of an ordinary's week's wage based on the leave loading rate for each completed thirty-six (36) hours of service with his/her current Enterprise. Where the employee has completed five (5) working days or more continuous service (including RDOs but excluding overtime), leaves or has his/her employment terminated will be paid one twelfth (1/12) of a week's pay at the leave loading rate for each period of thirty-six (36) hours ordinary time worked (or part thereof) with his/her current Enterprise.

43.5 Cashing Out

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

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

43.6 Payment for annual leave on termination

- (a) Where an employee, who has given five working days or more continuous service (including an RDO but excluding overtime), leaves or his/her employment is terminated, the employee will be paid one twelfth (1/12) of a week's pay at the rate specified in this clause 26 for each period of thirty-six (36) hours ordinary time worked (or part thereof).
- (b) In addition the employee will receive a loading of seventeen and one half percent (17.5%) will be calculated on the rates, loadings, and allowances prescribed by Appendix A in relation to rates of pay, all-purpose allowances and fares and travelling time.

43.7 Broken Service

- (a) Where an employee breaks his/her continuity of service (as defined), the amount of leave to which the employee would have been entitled under subclause 41.1 will be reduced by 1/48 for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which the employee would have been entitled under subclause 41.1 will be reduced by 1/12 of a week's pay for each week or part thereof during which any such absence occurs.
- (b) However no reduction will be made in respect of any absence unless the Enterprise informs the employee in writing of their intention so to do within fourteen days of the termination of the absence.

43.8 Christmas Closedown

- (a) In the construction sector Christmas shutdown shall be observed as per the industry calendar.
- (b) 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.

44. LONG SERVICE LEAVE/CO-INVEST

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

44.2 Payments by the Enterprise will be paid monthly.

45. PARENTAL LEAVE

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

46. COMMUNITY SERVICE LEAVE

46.1 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.

46.2 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.

PART 7 – MISCELLANEOUS

47. INDUSTRY TRAINING

- 47.1** 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.
- 47.2** 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.
- 47.3** Training as provided for by this clause may be taken either on or off the job.
- 47.4** 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.
- 47.5** If an approved training activity is undertaken during ordinary working hours, the employee/s concerned will not suffer any loss of wages or entitlements.
- 47.6** 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. The amounts to be paid will be:

First Full Pay period Commencing on or after	Per employee per week
1 March 2012	16.63
1 March 2013	17.40
1 March 2014	18.99
1 March 2015	21.35
1 September 2015	23.81

NOTE: The above amounts are not payable for Apprentices

NOTE: These contributions are the total of employee and employer contributions

NOTE: Additional Payment on 1 Sep 15

- 47.7** 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 47.6.
- 47.8** 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.

48. EMPLOYEE REPRESENTATIVES

48.1 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.
- (b) 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.

48.2 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;
- (f) a private lockable area.

49. PROTECTIVE CLOTHING

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

49.2 Approved (AS) safety footwear appropriate to the classification of work being carried out.

49.3 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 49.3(a), 49.3(b) or 49.3(c) above.

49.4 Where an employee has not sought replacement of his/her issue of protective clothing as provided in subclause 49.3 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.

49.5 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.

49.6 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.

49.7 No agreements for cash in lieu of protective clothing shall be permitted.

49.8 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.

49.9 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.

- 49.10** Irrespective of the Enterprise, the protective clothing and footwear as outlined in subclauses 47.2 and 47.3 will be replaced on a fair wear and tear basis upon receipt of issued clothing.
- 49.11** 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.
- 49.12** 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.
- 49.13** Further failure to do so shall prohibit the employee from any further entitlement.
- 49.14** 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 (15+ rating).
- 49.15** 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;
 - (d) curtain walling

50. OPERATION OF OCCUPATIONAL HEALTH AND SAFETY ACT, REGULATIONS AND CODES OF PRACTICE

- 50.1** 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.
- 50.2** 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.

51. 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.

52. HEARING TESTS

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

53. 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.

54. 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.

55. E-tags

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

56. ANTI-DISCRIMINATION

56.1 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.


56.2 Accordingly, in fulfilling their obligations under the clause 56 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.

56.3 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).

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	Mr Rod Buncle
Position	Director
Company	Firewize Services Pty Ltd
Address	PO Box 122, MT WAVERLEY, VIC 3149
Date	

APPENDIX A – WAGES AND ALLOWANCES

A.0 Wage Sheets

Registered Sprinkler Fitter	5	5	5	5
DATE	1-Mar-12	1-Mar-13	1-Mar-14	1-Mar-15
Hourly Rate	37.95	39.57	41.15	42.72
All Purpose Weekly Rate	1366.20	1424.52	1481.40	1537.92

Allowances				
1. Minimum Travel Time (1 Hr per Day)	189.75	197.85	205.75	213.60
2. Greater of 9% Super (Weekly) OTE or	150.00	155.00	160.00	165.00
3. LSL Weekly 2.7% Current	36.89	38.46	40.00	41.52
4. Training Levy - Employer/Employee	16.63	17.40	18.99	21.35

Allowances	5	5	5	5
5. Registration (Weekly)	29.12	30.50	31.89	33.28
6. Service/ Testing/Site Allowance				
Per Hour	2.29	2.40	2.51	2.62
PH Weekly	82.44	86.40	90.36	94.32
7. Fares – Daily	17.44	18.27	19.10	19.93
- Weekly	87.20	91.35	95.50	99.65
8. <i>Redundancy (weekly)</i>	69.00	69.00	69.00	69.00
Portable Sick Leave (weekly)	1.54	1.54	1.54	1.54
Trauma & Income Insurance (weekly)	17.05	17.05	17.05	17.05
	87.59	87.59	87.59	87.59

1895.82	2129.07	2211.48	2294.23
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Note 1: Redundancy Fund may increase payment during term of agreement

Note 2: Training Levy increase 1.9.15 - \$23.81

Use Tax Office Definition for Ordinary Times Earning (OTE) for calculation of Superannuation.

Sprinkler Fitter Assistant / Labourer				
90%				
DATE	<i>01-Mar-12</i>	<i>01-Mar-13</i>	<i>01-Mar-14</i>	<i>01-Mar-15</i>
Hourly Rate	30.20	31.64	33.08	34.52
All Purpose Weekly Rate	1087.20	1139.04	1190.88	1242.72
ALLOWANCES FLAT RATE				
1. Registration (Weekly)	0.00	0.00	0.00	0.00
2. Minimum Travelling Time (.75 Hours/Day x 5 Days) 75 kms radius from GPO	113.25	118.65	124.05	129.45
3. Service/ Testing/Site Allowance as per specific site allowance only	0.00	0.00	0.00	0.00
4. Fares - Daily	17.44	18.27	19.10	19.93
- Weekly	87.20	91.35	95.50	99.65
5. Redundancy (weekly)	69.00	69.00	69.00	69.00
Portable Sick Leave (weekly)	1.54	1.54	1.54	1.54
Trauma Insurance (weekly)	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>
	87.59	87.59	87.59	87.59
6. Super Weekly 9% OTE				
7. LSL Weekly - 2.7% Current	29.35	30.75	32.15	33.55
8. Training Levy - Employer/Employee	16.63	17.40	18.99	21.35
	1421.22	1484.78	1549.16	1614.31

Use Tax Office Definition for Ordinary Times Earning (OTE) for calculation of Superannuation.

4th Year Apprentice				
90%	6	5	5	5
DATE	<i>1-Mar-12</i>	<i>1-Mar-13</i>	<i>1-Mar-14</i>	<i>1-Mar-15</i>
Hourly Rate	30.20	31.64	33.08	34.52
All Purpose Weekly Rate	1087.20	1139.04	1190.88	1242.72
ALLOWANCES FLAT RATE				
1. Registration (Weekly)	0.00	0.00	0.00	0.00
2. Minimum Travelling Time (.75 Hours/Day)	113.25	118.65	124.05	129.45
3. Service/ Testing/Site Allowance				
PH Worked	2.29	2.40	2.51	2.62
PH Weekly	82.44	86.40	90.36	94.32
4. Fares – Daily	17.44	18.27	19.10	19.93
Weekly	87.20	91.35	95.50	99.65
5. Redundancy (weekly)	0.00	0.00	0.00	0.00
Portable Sick Leave (weekly)	1.54	1.54	1.54	1.54
Trauma Insurance (weekly)	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>
	18.59	18.59	18.59	18.59
6. Super (Weekly) 9% OTE				
7. LSL Weekly - 2.7% Current	29.35	30.75	32.15	33.55
8. Training Levy	0.00	0.00	0.00	0.00
	1418.03	1484.78	1551.53	1618.28

Use Tax Office Definition for Ordinary Times Earning (OTE) for calculation of Superannuation.

3rd Year Apprentice				
75%	6	5	5	5
DATE	1-Mar-12	1-Mar-13	1-Mar-14	1-Mar-15
Hourly Rate	25.17	26.37	27.57	28.76
All Purpose Weekly Rate	906.12	949.32	992.52	1035.36
ALLOWANCES FLAT RATE				
1. Registration (Weekly)	0.00	0.00	0.00	0.00
2. Minimum Travelling Time (.75 Hours/Day)	94.40	98.88	103.39	107.85
3. Service/ Testing/Site Allowance				
PH Worked	2.29	2.40	2.51	2.62
PH Weekly	82.44	86.40	90.36	94.32
4. Fares – Daily	17.44	18.27	19.10	19.93
Weekly	87.20	91.35	95.50	99.65
5. Redundancy (weekly)	0.00	0.00	0.00	0.00
Portable Sick Leave (weekly)	1.54	1.54	1.54	1.54
Trauma Insurance (weekly)	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>
	18.59	18.59	18.59	18.59
6. Super (Weekly) 9% OTE				
7. LSL Weekly - 2.7% Current	24.47	25.63	26.80	27.95
8. Training Levy	0.00	0.00	0.00	0.00
	1213.22	1270.17	1327.16	1383.72

Use Tax Office Definition for Ordinary Times Earning (OTE) for calculation of Superannuation.

2nd Year Apprentice				
55%	5	5	5	5
DATE	<i>1-Mar-12</i>	<i>1-Mar-13</i>	<i>1-Mar-14</i>	<i>1-Mar-15</i>
Hourly Rate	18.46	19.34	20.21	21.09
All Purpose Weekly Rate	664.56	696.24	727.56	759.24
ALLOWANCES FLAT RATE				
1. Registration (Weekly)	0.00	0.00	0.00	0.00
2. Minimum Travelling Time (.75 Hours/Day)	69.20	72.55	75.79	79.09
3. Service/ Testing/Site Allowance				
PH Worked	2.29	2.40	2.51	2.62
PH Weekly	82.44	86.40	90.36	94.32
4. Fares – Daily	17.44	18.27	19.10	19.93
Weekly	87.20	91.35	95.50	99.65
5. Redundancy (weekly)	0.00	0.00	0.00	0.00
Portable Sick Leave (weekly)	1.54	1.54	1.54	1.54
Trauma Insurance (weekly)	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>
	18.59	18.59	18.59	18.59
6. Super (Weekly) 9% OTE				
7. LSL Weekly - 2.7% Current	17.94	18.80	19.64	20.50
8. Training Levy	0.00	0.00	0.00	0.00
	939.93	983.93	1027.44	1071.39

Use Tax Office Definition for Ordinary Times Earning (OTE) for calculation of Superannuation.

1st Year Apprentice				
50%	5	5	5	5
DATE	<i>1-Mar-12</i>	<i>1-Mar-13</i>	<i>1-Mar-14</i>	<i>1-Mar-15</i>
Hourly Rate	16.78	17.58	18.38	19.18
All Purpose Weekly Rate	604.08	632.88	661.68	690.48
ALLOWANCES FLAT RATE				
1. Registration (Weekly)	0.00	0.00	0.00	0.00
2. Minimum Travelling Time (.75 Hours/Day)	62.90	65.93	68.93	71.93
3. Service/ Testing/Site Allowance				
PH Worked	2.29	2.40	2.51	2.62
PH Weekly	82.44	86.40	90.36	94.32
4. Fares – Daily	17.44	18.27	19.10	19.93
Weekly	87.20	91.35	95.50	99.65
5. Redundancy (weekly)	0.00	0.00	0.00	0.00
Portable Sick Leave (weekly)	1.54	1.54	1.54	1.54
Trauma Insurance (weekly)	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>	<u>17.05</u>
	18.59	18.59	18.59	18.59
6. Super (Weekly) 9% OTE				
7. LSL Weekly - 2.7% Current	16.31	17.09	17.87	18.64
8. Training Levy	0.00	0.00	0.00	0.00
	871.52	912.24	952.93	993.61

Use Tax Office Definition for Ordinary Times Earning (OTE) for calculation of Superannuation.

A.1 Allowances Schedule

The allowances listed below apply:

Allowances	Clause	Per	01-Mar-12	01-Mar-13	01-Mar-14	01-Mar-15
Demolition work - CPI Oct each yr	A.2	hour	5.25			
Multi-story housing commission allowance- CPI Oct each year	A.3	hour	2.75			
Registration	A.5	week	29.12	30.57	32.10	33.71
Leading Hands:	A.6					
- under direct supervision up to 10 persons		week	47.11	49.36	51.60	53.84
- under direct supervision more than 10 persons		week	58.79	61.59	64.39	67.19
- in sole charge outside city/suburbs up to 10 persons		week	58.79	61.59	64.39	67.19
- in sole charge outside city/suburbs more than 10 persons		week	66.53	69.70	72.86	76.03
Special Rates:						
Acid furnaces	A.8.9	hour	2.06	2.16	2.25	2.35
Asbestos - Materials	A.8.8.1	hour	0.70	0.74	0.77	0.80
- Eradication	A.8.8.2	hour	1.89	1.98	2.07	2.16
Bitumen work	A.8.2	hour	0.66	0.69	0.72	0.76
Cold Work	A.8.11	hour	0.58	0.61	0.63	0.66
Explosive Powered Tools	A.8.1	day	1.35	1.42	1.48	1.55
Fumes	A.8.7	hour	0.66	0.69	0.72	0.76
Hosp/morgues - Minimum	A.8.12.3	day	0.37	0.39	0.40	0.42
- Infectious Disease Hospitals	A.8.12.1	hour	0.04	0.04	0.05	0.05
- Morgues	A.8.12.2	hour	0.05	0.06	0.06	0.06
Hot work - 46 – 54 degrees C	A.8.10	hour	0.58	0.61	0.63	0.66
- > 54 degrees C	A.8.10	hour	0.70	0.74	0.77	0.80
Insulation	A.8.6	hour	0.66	0.69	0.72	0.76
Laser Safety Officer	A.8.15	day	2.36	2.48	2.59	2.70
Scaffold licence/certificate	A.8.5	week	15.58	16.32	17.07	17.81
Service / Testing / Site	A.10	hour	2.29	2.40	2.51	2.62
Ship work – Sprinkler Fitter / Fire Protection Worker	A.8.3	week	15.59	16.34	17.08	17.82
Ship work - others	A.8.3	week	11.41	11.96	12.50	13.04
<i>Towers</i>						
- above 15 meters	A.8.13	hour	0.58	0.61	0.63	0.66
- each additional 15 meters	A.8.13	hour	0.58	0.61	0.63	0.66
<i>Welding Qualification - This allowance is capped at \$2.00 per hour for multiple qualifications used</i>						
- Oxy-acetylene	A.8.4	hour	1.37	1.43	1.50	1.56
- Electric welding	A.8.4	hour	1.37	1.43	1.50	1.56
Other Allowances:						
Altona Allowance	A.14	hour	1.11	1.17	1.22	1.27
Distant work/ Living away from home	A.9					
- Board/Accommodation		day	105.00	110.00	115.00	120.00
- Out-of-pocket expenses		day	31.50	33.00	34.50	36.00

- Weekend Return Home		occasion	33.52	35.11	36.71	38.30
First Aid	A.13	day	2.27	2.38	2.48	2.59
Meals	CI 33.11	meal	15.75	16.50	17.25	18.00
Multi-storey - CPI Oct each year	A.7					
- up to 15th floor level		hour	0.45			
- 16th to 30th floor level		hour	0.56			
- 31st to 45th floor level		hour	0.84			
- 46th to 60th floor level		hour	1.08			
- from 61st floor level onwards		hour	1.37			
On call						
- On-call - Permanent on roster	25.1.1	week	42.59	44.62	46.64	48.67
- On-call - Other - Mon to Friday	25.1.2	night	4.59	4.81	5.03	5.24
- On-call - Other - W/ends & Hols	25.1.2	night	31.45	32.95	34.44	35.94
Vehicle - use of own	A.12	kilometre	0.90	0.95	0.99	1.03
Other:						
Superannuation: Greater of 9% or	CI 24.3		150.00	155.00	160.00	165.00

A.2 Demolition Work

A.2.1 Where employees covered by this agreement are employed on work with employees of demolition works engaged on structural demolition works they shall be paid \$5.25 hour in lieu of relevant Site Allowance.

A.2.2 The elements that must be present before the allowance becomes payable are:-

- the employee must be performing work either in connection with demolition work or on demolition work,
- the employee must be performing that work alongside the employees of a demolition contractor or contractors, and
- the work must be being performed as or as part of major demolition works

A.2.3 The demolition allowance will be adjusted by the CPI (All Groups, Melbourne), effective **from** 1 October 2012 and for each subsequent year thereafter according to the above CPI movement for the preceding period July to June in each year

A.3 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 \$2.75 per hour in lieu of relevant Site Allowance.

This allowance will be adjusted by the CPI (All Groups, Melbourne), effective **from** 1 October 2012 and for each subsequent year thereafter according to the above CPI movement for the preceding period July to June in each year

A.4 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.5 Industry disability allowance and space, height and dirt money allowance

A.5.1 Adult employees shall receive the following additional allowances:

Allowances	\$ Per week
Industry disability allowance (as defined)	21.64
Space, height and dirt money (as defined)	20.42

A.5.2 Sprinkler Fitter / Fire Protection Workers adjustment

All employees shall receive an additional amount for all purposes in accord with the following table as a consequence of alteration of the minimum travelling time in A.11 below:

Allowances	\$ Per week
Sprinkler Fitter / Fire Protection Worker	18.97
Sprinkler Fitter/Fire Protection Worker's assistant	16.19

A.5.3 Registration allowances

A sprinkler fitter who is the holder of a certificate of registration issued by the Plumbing Industry Commission shall be paid an allowance detailed in A1 per week to compensate for the responsibility imposed by holding and maintaining such certificate of registration.

A.6 Leading hand allowance

A.6.1 Leading hands shall be paid the additional allowances as detailed in A1:

A.7 Multi-storey allowance

A.7.1 Eligibility

A.7.1.1 A multi-storey allowance shall be paid to all employees on site engaged in construction or renovation of a multi-storey building as defined herein, to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multi-storey building.

A.7.1.2 Provided that for the purposes of this clause renovation work is work performed on existing multi-storey buildings, (as defined) and such work involves structural alterations which extend to more than two storey levels in a building and at least part of the work to be performed is above the 4th floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

A.7.2 Definition of a multi-storey building

A.7.2.1 For the purposes of this agreement, a multi-storey building is a building which will, when complete, consist of four or more storey levels.

A.7.2.2 **Complete** means the building is fully functional and all work which was part of the principal contract is complete.

A.7.2.3 For the purposes of this clause, a storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors).

A.7.2.4 Provided that any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large warehouses, etc.) and which exceed fifteen metres in height may be covered by this sub-clause, or by A.8.13 (Towers Allowance) by agreement. Where no agreement is reached, by determination of Fair Work Australia in accordance with the Disputes Resolution Provision.

A.7.2.5 Plant Room - Further provided that a plant room situated on the top of a building shall constitute a further storey level if the plant room occupies 25% of the total roof area or an area of 100 square metres whichever is the lesser.

A.7.3 Rates

A.7.3.1 Except as provided in A.7.4, an allowance in accordance with the following table shall be paid. The second and subsequent allowance scales shall where applicable, commence to apply to all employees when one of the following components of the building – structured steel, reinforcing steel, boxing or walls rises above the floor level first designated in each such allowance scale.

A.7.3.2 Floor level means that stage of construction which in the completed building would constituted the walking surface of the particular floor level referred to A1.

up to 15 th floor level	0.43 (per hour)
16 th to 30 th floor level	0.53 (per hour)
31 st to 45 th floor level	0.80 (per hour)
46 th to 60 th floor level	1.03 (per hour)
from 61 st floor level onwards	1.30 (per hour)

A.7.3.3 The allowance payable at the highest point of the building shall continue until completion of the building.

A.7.3.4 This allowance will be adjusted by the CPI (All Groups, Melbourne), **effective from** 1 October 2012 and for each subsequent year thereafter according to the above CPI movement for the preceding period July to June in each year

A.7.4 Service cores

A.7.4.1 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.8.13 (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.7.4.2 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.7.4.3 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.8 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.8.1 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 A1 for each day on which he/she uses such a tool.

A.8.2 Bitumen work

An employee handling hot bitumen or asphalt or dipping materials in creosote shall as per rate in A1 per hour extra.

A.8.3 Work in ships

Employees engaged on work in ships (over sixty feet in length) shall be paid as per rate in A1

A.8.4 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 A1 for oxy-acetylene welding and as per rate in A1 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.8.5 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 A1.

A.8.6 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 A1 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.8.7 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 A1 per hour or part thereof.

A.8.8 Asbestos

A.8.8.1 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 A1 whilst so engaged.

A.8.8.2 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 A1 worked in lieu of special rates prescribed in this agreement with the exception of Hot Work, Cold Work and Service Work.

A.8.9 Acid

An employee required to work on acid furnaces, acid stills or acid towers shall be paid as per rate in A1 whilst so engaged.

A.8.10 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 A1. 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.8.11 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 A1. 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.8.12 Infectious diseases or morgues

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

A.8.12.1 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 A1;

A.8.12.2 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 A1;

A.8.12.3 Provided that the additional payments set out in A.8.12.1 and A.8.12.2 above shall not in **any** event be less than 35 cents per day or part thereof.

A.8.13 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 A1 and as per rate in A1 for work above each further 15 metres.

A.8.14 Mt Isa Mines industry allowance

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

A.8.15 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 A1 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.9 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:

A.9.1 Fares and travel

A.9.1.1 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half. The maximum travelling time to be paid for shall be twelve hours out of each twenty-four hours or when sleeping berth is provided by the employer for all night travel, eight out of every twenty-four.

A.9.1.2 For boat and/or air travelling the fares allowed shall be tourist class, and for rail travel second class except where night travelling is involved, when they shall be first class with sleeping berth wherever available. By agreement between the parties an employer shall pay the appropriate fares together with reasonable expenses incurred whilst travelling.

A.9.2 Residing elsewhere

Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job he/she shall be paid reasonable fares and travelling time.

A.9.3 Expenses and accommodation

A.9.3.1 When an employee is required to live away from home the employer will find suitable accommodation and pay for accommodation and meals or, as per rate in A1 plus out of pocket expenses as per rate in A1, as an allowance to the fitter in lieu of agreement provisions. If accommodation is paid for then out of pocket expenses as per rate in A1 will be paid to the employee.

A.9.3.2 For the purpose of this clause day shall be defined as overnight with out of pocket expenses paid for the following day.

A.9.4 Weekend return home

A.9.4.1 An employee who works as required during the ordinary hours of work on the working day before and 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 home at the weekend and who returns home for the weekend shall be paid an allowance as per rate in A1 for each such occasion.

A.9.4.2 Sub-clause A.9.4.1 shall not apply to an employee who is receiving the A.9.2 payment in lieu of board and lodging being provided by the employer or when the board and lodging provided by the employer cannot be arranged on less than a seven-day basis.

A.9.4.3 An employee shall be deemed to have returned home at the weekend only if this involves him/her in being absent from his/her accommodation for not less than half the hours between ceasing working one week and commencing work the next week.

A.9.5 Remote work

A.9.5.1 An employee on remote work may after two months' continuous service and thereafter at two monthly intervals return to his/her home for an agreed period and shall be paid the fares reasonably incurred in so travelling to his/her home and the place of work. Provided, however, that if the work upon which the employee is engaged will be completed within fourteen days after the expiration of any such period of two months, as hereinbefore mentioned, then the provisions of this sub-clause shall not be applicable.

A.9.5.2 An employee on work in a radius of no more than 1,000 kilometres from his/her normal place of employment may be entitled to return home each month provided that if work upon which an employee is engaged will be completed within 7 days after the expiration of any such period of 1 month as hereinbefore mentioned then the provision of this sub-clause shall not be applicable.

A.9.6 In the event of any employee being recalled by his/her employer and afterwards ordered to return to such work, his/her fare and reasonable expenses shall be paid on each and every such occasion.

A.9.7 When engaged on distant work, in addition to payments provided in this clause an employee shall also be paid the minimum fares and travelling time allowances provided in this Appendix A.

A.9.8 An employee shall not be entitled to the provisions of this clause in respect of any period of suspension.

A.10 Service/Testing/Site

A minimum site allowance per hour worked shall be paid as a Service/Testing/Site Allowance as per rate in A1 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.11 Fares and Travel Allowance

	TRAVEL TIME	FARES
Start or finish on the job using own vehicle	Yes	Yes
Start or finish on the job using public transport	Yes	Yes
Start or finish on the job provided with transport	Yes	No
Start or finish on the job at the workshop	No	No
Annual Leave	No	No
Jury Service	No	Yes
Proportionate leave and/or notice period on termination	No	No
Public Holidays	No	No
RDO's	Yes	Yes
Sick Leave	No	No
Trade School	Yes	Yes

A.11.1 Fares allowance

Fares Allowance as per rate in A.1 will apply. Employees starting and/or finishing work are entitled to fares allowance in accordance with the above table.

A.11.2 Travel Time

A.11.2.1 Registered or licensed Sprinkler Pipe Fitter employees will be paid travel time allowance for RDO's and for each day on which they present themselves for work. An employee will receive an allowance of one hour per day travelling time (75 km radius) calculated at ordinary time earnings. The allowance will be paid for days as defined in the above table. One hour per day travelling is for any site within the Melbourne Metropolitan Area (Including Dandenong and Frankston, Geelong and suburbs or equivalent areas). Trainees / Apprentices / Assistants / Labourers travelling time is as set out in A.11.2.2.

A.11.2.2 Trainees/Apprentices/Assistants/Labourers and employees outside Metropolitan Melbourne

For the purposes of this clause the centre of employment shall be the capital city or regional area city principal post office.

- (a) Each employee who is not wholly employed within the factory or permanent workshop of the employer shall receive in addition to the respective wage rate in Appendix A1, the following amounts as allowances for travelling provided always:
- (b) That travelling time shall be computed on the basis that such travelling is done by public conveyance – economy class;
- (c) That were the employer provides the conveyance or means of travelling, the payment of fares shall not have effect,
- (d) For the time occupied outside the ordinary hours of work specified in clause 21, in travelling by an ordinary public conveyance or by nearest practicable route from the appropriate centre to the work and/or from the work to the centre – the respective wage rate.
- (e) The fares necessary for such travelling whether actually paid or not.
- (f) Where the work and/or the facility for travelling does not necessitate going to or through the centre, the employee shall receive the respective wage rate, for the time, also the cost of travelling from the

employee's residence to the work and/or from the work to the employee's residence in excess of that which would be required in travelling from the said employee's residence to the centre and/or from the centre to the said employee's residence.

- (g) The minimum fares and travelling time paid to an employee in accordance with this clause shall be:
- Fares allowance – the appropriate amount per day;
 - Travelling time – three quarters of one hour's ordinary pay per day. Where the employer provides transport the fares allowance shall not apply.
- (h) On the rostered day as prescribed by clause 21, the employee shall be paid the same fares allowance and travelling time that he/she received on the ordinary working day prior to the rostered day.
- (i) An employee shall not be entitled to the provisions of this clause in respect of any period of suspension.

A.12 Use of employee's vehicle

When an employee's vehicle is used for call out at the request of the employer a payment as per rate in A1 shall be made.

A.13 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 A1.

A.14 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 A1.

A15. Site Allowance Procedure

A15.1 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 \$2.7 million.

A15.2 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.

A15.3 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 A15.8

A15.4 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 A.

A15.5 It is agreed by the parties that all new projects will be covered by the Site Allowance rates contained in this Agreement.

A15.6 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 A of this Agreement.

A15.7 City of Melbourne definition
For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the City of Melbourne are defined as follows:

- (a) 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 Boulevarde 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.
- (b) The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street, and Alexandra Parade.
- (c) 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.

A15.8 New Projects

The minimum project value, below which NO site allowances are payable, is \$2.7M as at 1 October 2011

City of Melbourne

New Work	- up to \$208.6M	\$3.70 per hour
	- over \$208.6M	as per subclause 48.9
Renovations, Restorations &/or Refurbishment work		\$3.25 per hour

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.

New Projects Victoria

Project Value \$M	Site Allowances \$per hour (Flat rate)
\$2.7M - \$7.0M	\$2.10
\$7.0M - \$17.3M	\$2.30
\$17.3M - \$34.8M	\$2.60
\$34.8M - \$69.5M	\$3.05
\$69.5M - \$139.1M	\$3.60
\$139.1M - \$208.6M	\$3.70
\$208.6M - \$278.0M	\$3.85

\$278.0M - \$417.1M	\$4.00
For projects above \$417.1 million, there shall be an increment in site allowance of 10 cents per additional \$100M or part thereof.	

- A15.9 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.
- A15.10 The Rates shall be reviewed no later than 30 September 2011 and thereafter for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.
- A15.11 The Site Allowance values and project values in this clause shall be adjusted by the CPI (All Groups, Melbourne), effective from 1 October 2011 and for each year thereafter according to the above CPI movement for the preceding period July to June in each year.
- A15.12 The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.
- A15.13 It is agreed by the parties that no allowance shall be claimed on any project, regardless of its location, where the project value is below \$2.6 million.
- A15.14 In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Chairperson of the Victorian Building Industry Disputes Panel for determination.
- A15.15 In determining the rate, the Panel Chairperson shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines 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.
- A15.16 Any Site Allowance that is determined in accordance with subclauses A15.7 and A15.16 shall be incorporated into the Agreement in accordance with the Fair Work Act.

A15.17 Shopping centres

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

(a) Site allowance

All new construction and extension/refurbishment work having a project value in excess of \$2.6m will attract the then current City of Melbourne Site Allowance.

(b) Hours of work - on shopping centres – A 36 hour/9 day fortnight shall apply.

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 - BUILDING INDUSTRY WORKING DAY (RDO) CALENDAR

- C1. The calendars for 2011 and 2012 are attached.
- C2. While the schedule of RDO's prescribed will be observed, the Enterprise and the employee/s and the employee representative acknowledge that there may be occasions when a more flexible arrangement for the taking of RDO's may be appropriate.
- C3. Such an occasion would be expected to improve productivity and enhance the employment prospects of the employees.
- C4. With the consent of a majority of employees and at least with seven (7) days prior to the scheduled RDO the Enterprise may carry out selected work using employees on a voluntary basis.








Christmas closedown	Last day of work	First day of return
2011/2012	22 December 2011	16 January 2012
2012/2013	21 December 2012	To be confirmed
2013/2014	To be confirmed	To be confirmed
2014/2015	To be confirmed	To be confirmed

Building Industry RDO Calendar 2011

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
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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

PUB HOLIDAY 	ANNUAL LEAVE 	RDO 	NO WORK WKEND 	PICNIC DAY 
INTERNATIONAL PLUMBERS' DAY (May 14) 		SCHOOL HOLIDAYS 		

PUBLIC HOLIDAYS

New Years Day	Sat 1 Jan	Sat 3 Jan (substitute)	Anzac Day	Mon 25 Apr	Tues 26 Apr (substitute)
Australia Day	Wed 26 Jan		Queens Birthday	Mon 13 Jun	
Labour Day	Mon 14 Mar		Melb Cup Day	Tues 1 Nov	
Good Friday	Fri 22 Apr		Picnic Day	Mon 5 Dec	
Easter Saturday	Sat 23 Apr		Christmas Day	Sun 25 Dec	Tues 27 Dec (substitute)
Easter Monday	Mon 25 Apr		Boxing Day	Mon 26 Dec	

RDO CALENDAR 2012

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	1	2	3	4	5	6	7	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	4	5	6	7	8	9	10	8	9	10	11	12	13	14
15	16	17	18	19	20	21	12	13	14	15	16	17	18	11	12	13	14	15	16	17	15	16	17	18	19	20	21
22	23	24	25	26	27	28	19	20	21	22	23	24	25	18	19	20	21	22	23	24	22	23	24	25	26	27	28
29	30	31					26	27	28	29				25	26	27	28	29	30	31	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
						5					1	2	1	2	3	4	5	6	7							4	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	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						1	2	3	4	5	6							1	2	3	30	31					1
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8						
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15						
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22						
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29							

 Public Holiday	 Annual Leave	 RDO	 No Work Weekend	 School Holidays	 Picnic Day	 World Plumbing Day
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PUBLIC HOLIDAY DATES

- New Year's Day (Substitute)**
Monday 2 January
- Australia Day**
Wednesday 26 January
- Labour Day**
Monday 12 March
- Good Friday**
Friday 6 April
- Easter Saturday**
Saturday 7 April
- Easter Monday**
Monday 9 April
- Anzac Day**
Wednesday 25 April
- Queen's Birthday**
Monday 11 June
- Melbourne Cup Day**
Tuesday 6 November
- Picnic Day**
Monday 3 December
- Christmas Day**
Tuesday 25 December
- Boxing Day**
Wednesday 26 December

Return-to-work-on-14-January-2013

APPENDIX D – SUPERANNUATION NOTICE

Note: SUPERANNUATION LEVY INCREASE

On 2 November 2011 the Federal Government introduced the Superannuation Guarantee (Administration) Amendment Bill 2011 into the House of Representatives. The Bill will gradually increase the Superannuation Guarantee levy that employers must pay from the current 9% to 12%. This increase will affect all employers and their employees.

The Superannuation Guarantee Levy % requirements of the Superannuation Guarantee Act apply to this agreement in all instances.

If the Bill is passed, the first increase will take effect from 1 July 2013 when the levy will increase by 0.25% to 9.25% and this will impact on the rates noted herein.

The table below shows the increases proposed over the coming years:

Year	% Change	Year	% Change
2013 - 2014	9.25	2017 – 2018	11
2014 - 2015	9.5	2018 - 2019	11.5
2015 - 2016	10	2019 – 2020 and later years	12
2016 - 2017	10.5		

The Government has also indicated that despite this Bill amending the existing age limit from 70 to 75 it may well remove the existing age limit entirely