Interline Roofing
Enterprise Agreement
2019
1. **Title**

This agreement shall be known as the *Interline Roofing Enterprise Agreement 2019* (Agreement)

2. **Arrangement**

The Agreement shall be arranged as follows:-

<table>
<thead>
<tr>
<th>Clause Title</th>
<th>Clause Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol and Drugs</td>
<td>37</td>
</tr>
<tr>
<td>Annual Leave</td>
<td>27</td>
</tr>
<tr>
<td>Application of the Agreement</td>
<td>4</td>
</tr>
<tr>
<td>Application of the National Employment Standards</td>
<td>5</td>
</tr>
<tr>
<td>Arrangement</td>
<td>2</td>
</tr>
<tr>
<td>Bereavement / Compassionate Leave</td>
<td>30</td>
</tr>
<tr>
<td>Breaks</td>
<td>25</td>
</tr>
<tr>
<td>Commencement Date and Period of Operation</td>
<td>6</td>
</tr>
<tr>
<td>Community Service Activity (Emergency Management Activity)</td>
<td>33</td>
</tr>
<tr>
<td>Consultation</td>
<td>8</td>
</tr>
<tr>
<td>Coverage of the Agreement</td>
<td>3</td>
</tr>
<tr>
<td>Definitions</td>
<td>7</td>
</tr>
<tr>
<td>Dispute and Grievance Procedure</td>
<td>38</td>
</tr>
<tr>
<td>Employee Obligations</td>
<td>10</td>
</tr>
<tr>
<td>Family and Domestic Violence Leave</td>
<td>29</td>
</tr>
<tr>
<td>Flexibility</td>
<td>9</td>
</tr>
<tr>
<td>Hours of Work</td>
<td>24</td>
</tr>
<tr>
<td>Inclement Weather</td>
<td>36</td>
</tr>
<tr>
<td>Jury Service</td>
<td>32</td>
</tr>
<tr>
<td>Living Away From Home – Distant Work Allowances</td>
<td>22</td>
</tr>
<tr>
<td>Long Service Leave</td>
<td>35</td>
</tr>
<tr>
<td>Overtime</td>
<td>26</td>
</tr>
<tr>
<td>Parental Leave</td>
<td>34</td>
</tr>
<tr>
<td>Payment of Wages</td>
<td>21</td>
</tr>
<tr>
<td>Personal / Carer's Leave</td>
<td>28</td>
</tr>
<tr>
<td>Probationary Period</td>
<td>17</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>31</td>
</tr>
<tr>
<td>Redundancy – Plumbing Employees</td>
<td>19A</td>
</tr>
<tr>
<td>Redundancy – All Other Employees</td>
<td>19B</td>
</tr>
<tr>
<td>Signatures to the Agreement</td>
<td>Appendix B</td>
</tr>
<tr>
<td>Superannuation</td>
<td>23</td>
</tr>
<tr>
<td>Termination of Employment</td>
<td>18</td>
</tr>
<tr>
<td>Clause Title</td>
<td>Clause Number</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Title</td>
<td>1</td>
</tr>
<tr>
<td>Type of Employment – Casual</td>
<td>14</td>
</tr>
<tr>
<td>Types of Employment – Adult Apprentice</td>
<td>16</td>
</tr>
<tr>
<td>Types of Employment – Apprentice</td>
<td>15</td>
</tr>
<tr>
<td>Type of Employment – Daily Hire Employment</td>
<td>11</td>
</tr>
<tr>
<td>Type of Employment – Weekly Hire – Full Time</td>
<td>12</td>
</tr>
<tr>
<td>Types of Employment – Weekly Hire – Part Time</td>
<td>13</td>
</tr>
<tr>
<td>Wage Rates</td>
<td>20 and Appendix A</td>
</tr>
</tbody>
</table>

3. **Coverage of the Agreement**

3.1 The Agreement shall cover:-

- Interline Roofing Melbourne Pty Ltd trading as Interline Roofing (ABN 21 050 271 246)(Head Office:- Unit 17, 81 – 83 Canterbury Road, Kilsyth, Victoria, 3137) (employer); and

- all employees employed by the employer, except for the Managing Director (employee / employees).

4. **Application of the Agreement**

4.1 Application of the Agreement and Modern Awards

4.1.1 In accordance with Section 57 of the Fair Work Act 2009 (C’th)(FW Act), the:-

- Clerks - Private Sector Award 2010 (CPS Award); and the
- Manufacturing and Associated Industries and Occupations Award 2010 (MAIO Award); and the
- Plumbers and Fire Sprinklers Award 2010 (PFS Award); and the
- Road Transport and Distribution Award 2010 (RTD Award)

do not apply to an employee in relation to the employees’ employment, whilst the Agreement applies to the employee in relation to the employees’ employment.

4.2 Application of the Agreement and an agreement

4.2.1 In accordance with Section 58 of the FW Act, the Agreement shall be read to the exclusion of any other agreement (whether written or not) made between the employer and an employee and / or the employer and the employees.
5. **Application of the National Employment Standards**

5.1 In accordance with Section 55 of the FW Act, the Agreement does not exclude the National Employment Standards (NES) or any provision of the NES.

5.2 A term of the Agreement has no effect to the extent that it contravenes Clause 5.1.

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

6. **Commencement Date and Period of Operation**

6.1 The Agreement shall commence seven (7) days after the date that the Agreement is approved by the Fair Work Commission (FWC) and will continue until its nominal expiry date of 30 June 2023.

7. **Definitions**

adult apprentice means a person of twenty-one (21) years of age or over at the time of entering into an indenture or apprenticeship contract to a trade within the scope of this Agreement.

Agreement shall mean the *Interline Roofing Enterprise Agreement 2019.*

CPS Award shall mean the *Clerks – Private Sector Award 2010.*

employer shall mean Interline Roofing Melbourne Pty Ltd trading as Interline Roofing (ABN 21 050 271 246)(Head Office:- Unit 17, 81 – 83 Canterbury Road, Kilsyth, Victoria, 3137.

FW Act shall mean the *Fair Work Act 1909* (C’th).

FWC shall mean the Fair Work Commission.

MAIO Award means the *Manufacturing and Associated industries and Occupations Award 2010.*

NES means the National Employment Standards.

PFS Award shall mean the *Plumbers and Fire Sprinklers Award 2010* (as varied from time to time).

RTD Award means the *Road Transport and Distribution Award 2010*
for the purposes of the NES shiftworker means an employee engaged to work in a system of continuous shifts throughout twenty-four (24) hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) who is regularly rostered to work those shifts.

8. **Consultation**

8.1 This term applies if the employer:-

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

8.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Major Change**

8.2 For a major change referred to in Clause 8.1.1:-

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

8.2.2 Clauses 8.3 to 8.9 apply.

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

8.4 If:-

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

8.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
8.5 As soon as practicable after making its decision, the employer must:

8.5.1 discuss with the relevant employees:
   
8.5.1(a) the introduction of the change; and
8.5.1(b) the effect the change is likely to have on the employees; and
8.5.1(c) measures the employer is taking to avert or mitigate the adverse effect of
   the change on the employees; and

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

8.5.2(a) all relevant information about the change including the nature of the change
   proposed; and
8.5.2(b) information about the expected effects of the change on the employees;
   and
8.5.2(c) any other matters likely to affect the employee.

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

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

8.8 If a term in this agreement provides for a major change to production, program,
   organisation, structure or technology in relation to the employer of the employer, the
   requirements set out in Clause 8.2.1, 8.3 and 8.5 are taken not to apply.

8.9 In this Clause, a major change is **likely to have a significant effect on employees** if it results
   in:

8.9.1 the termination of the employment of employees; or

8.9.2 major change to the composition, operation or size of the employer’s workforce or to the
   skills required of employees; or

8.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or
   tenure); or

8.9.4 the alteration of hours of work; or

8.9.5 the need to retrain employees; or

8.9.6 the need to relocate employees to another workplace; or

8.9.7 the restructuring of job.
8.9 For a change referred to in Clause 8.1.2:

8.9.1 the employer must notify the relevant employees of the proposed change; and

8.9.2 Clauses 8.11 to 8.14 apply.

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

8.11 If:-

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

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

8.12 As soon as practicable after proposing to introduce the change, the employer must:

8.12.1 discuss with the relevant employees the introduction of the change; and

8.12.2 for the purposes of the discussion—provide to the relevant employees:

8.12.2(a) all relevant information about the change, including the nature of the change; and

8.12.2(b) information about what the employer reasonably believes will be the effects of the change on the employees; and

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

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

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

8.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employee.
9. **Flexibility**

   **Individual Flexibility Agreement**

9A.1 The employer and an employee covered by this employer agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

9A.1.1 the agreement deals with one (1) or more of the following matters:

   9A.1.1(a) arrangements about when work is performed;
   9A.1.1(b) overtime rates;
   9A.1.1(c) penalty rates;
   9A.1.1(d) allowances;
   9A.1.1(e) leave loading; and

9A.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in Clause 9A.1.1; and

9A.1.3 the arrangement is genuinely agreed to by the employer and employee.

9A.2 The employer must ensure that the terms of the individual flexibility arrangement:

9A.2.1 are about permitted matters under Section 172 of the FW Act; and

9A.2.2 are not unlawful terms under Section 184 of the FW Act; and

9A.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

9A.3 The employer must ensure that the individual flexibility arrangement:

9A.3.1 is in writing; and

9A.3.2 includes the name of the employer and employee; and

9A.3.3 is signed by the employer and employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and

9A.3.4 includes details of:

   9A.3.4(a) the terms of the employer agreement that will be varied by the arrangement; and
   9A.3.4(b) how the arrangement will vary the effect of the terms; and
   9A.3.4(c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

9A.3.5 states the day on which the arrangement commence.
9A.4 The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

9A.5 The employer or employee may terminate the individual flexibility arrangement:

9A.5.1 by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or

9A.5.2 if the employer and employee agree in writing — at any time.

Requests for Flexible Working Arrangements

9B.1 If:

9B.1.1 any of the circumstances referred to in Clause 9B.2 apply to an employee; and

9B.1.2 the employee would like to change his or her working arrangements because of those circumstances;

then the employee may request the employer for a change in working arrangements relating to those circumstances.

9B.2 The following are the circumstances:

9B.2.1 the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;

9B.2.2 the employee is a carer (within the meaning of the Carer Recognition Act 2012 (Vic));

9B.2.3 the employee has a disability;

9B.2.4 the employee is fifty-five (55) or older;

9B.2.5 the employee is experiencing violence from a member of the employee’s family;

9B.2.6 the employee provides care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because the member is experiencing violence from the member’s family.

9B.3 To avoid doubt, and without limiting Clause 9B.2, an employee who:

9B.3.1 is a parent, or has responsibility for the care, of a child; and

9B.3.3 is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.
9B.4 The employee is not entitled to make the request unless:

9B.4.1 for an employee other than a casual employee—the employee has completed at least twelve (12) months of continuous service with the employer immediately before making the request; or

9B.4.2 for a casual employee—the employee:

9B.4.2(a) is a long term casual employee of the employer immediately before making the request; and

9B.4.2(b) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

Formal requirements

9B.5 The request must:-

9B.5.1 be in writing; and

9B.5.2 set out details of the change sought and of the reasons for the change.

Agreeing to the request

9B.6 The employer must give the employee a written response to the request within twenty-one (21) days, stating whether the employer grants or refuses the request.

9B.7 The employer may refuse the request only on reasonable business grounds.

9B.8 Without limiting what are reasonable business grounds for the purposes of Clause 9B.7, reasonable business grounds include the following:-

9B.8.1 that the new working arrangements requested by the employee would be too costly for the employer;

9B.8.2 that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;

9B.8.3 that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;

9B.8.4 that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;

9B.8.5 that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

9B.9 If the employer refuses the request, the written response must include details of the reasons for the refuse.
10. **Employee Obligations**

10.1 The employee must at all times in the course of the employee’s employment:-

10.1.1 act honestly and always in the best interests of the employer;

10.1.2 promptly follow all lawful and proper directions of the employer in respect to the carrying out of the duties;

10.1.3 punctually attend each work day at the designated place of work at the times stipulated by the employer;

10.1.4 carry out all the duties carefully, responsibly and competently utilising the appropriate and necessary skills, and

10.1.5 the employee will present to the employer any opportunity or advantage that may arise during the course of employment.

10.2 Except with the prior consent of the employer, the employee must only use computers, telephones, tools, equipment, machinery and vehicles (items) belonging to the employer for proper and legitimate purposes of carrying on the employer’s business and in fulfilling the employees’ duties. The employee must not use any of the items for the employee's personal benefit without the prior written permission of the employer.

10.3 There may be occasions when the employee is requested by the employer to do work which would not usually be done by a person holding the employee’s position. Notwithstanding this, the employee must carry out such work. Nothing in this clause obliges the employee to take on any work that is dangerous or which requires particular training or experience which the employee does not have.

10.4 The employee must at all times in dealings with other employees, customers, and contractors conduct himself / herself in a manner that promotes and protects the image, reputation and goodwill of the employer and employer’s business. In particular the employee must always:-

10.4.1 be courteous and attentive to customers; and

10.4.2 co-operate and work well with their fellow employees.

10.5 The employee must not:-

10.5.1 smoke in the workplace;

10.5.2 consume alcohol or take prohibited drugs in the workplace;

10.5.3 come to work intoxicated; and/or

10.5.4 come to work under the influence of drugs (legal and / or illegal).
11. **Type of Employment - Daily Hire Employment**

This clause shall only apply to an employee employed as a Registered Plumber. This clause shall not apply to an Apprentice Plumber.

11.1 The following provisions will apply to daily hire employees:

11.1.1 One (1) days’ notice of termination of employment will be given by either party or one (1) day’s pay must be paid or forfeited;

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

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

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

12. **Type of Employment - Weekly Hire - Full Time**

12.1 A full-time weekly hire employee works an average of thirty-eight (38) ordinary hours per week.

13. **Type of Employment - Weekly Hire - Part Time**

13.1 A part-time employee is an employee who works an average of fewer than thirty-eight (38) ordinary hours per week and has reasonably predictable hours of work.

13.2 For each ordinary hour worked, a part-time employee must be paid no less than one thirty-eighth (1/38th) of the minimum weekly wage for the relevant classification and pro rata entitlements for those hours.

13.3 Before commencing a period of part-time employment the employee and the employer will agree in writing that the employee will be engaged on a part-time basis. In addition, the employer and the employee will agree in writing:

13.3.1 on the hours to be worked by the employee;

13.3.2 the days upon which they will be worked;

13.3.3 the commencing times for the work;

13.3.4 on the classification applying to the work to be performed; and (if applicable)

13.3.5 the period of part-time employment.
13.4 The terms of the agreement may be varied, in writing, by consent of the parties.

13.5 A copy of the agreement and any variation to it will be provided to the employee by the employer.

14. **Type of Employment - Casual**

14.1 A casual employee is either an irregular casual employee or a regular casual employee.

14.2 A casual employee for working ordinary time must be paid the applicable hourly rate for their classification and a casual loading of twenty-five per cent (25%).

14.3 On each occasion a casual employee is required to attend work the employee must be paid for a minimum of three (3) hours’ work.

14.4 An employer when engaging a casual must inform the employee that they are employed as an irregular casual employee or a regular casual employee, the classification level and rate of pay (including the casual loading).

**Application of other clauses to a casual employee**

14.5 The following clauses of the Agreement do not apply to an irregular casual employee: -

14.5.1 Clause 27 - Annual Leave

14.5.2 Clause 28 - Personal/Carers (Sick) Leave (as far as it provides for paid Personal/Carers Leave);

14.5.3 Clause 31 - Public Holidays (unless the casual employee works the Public Holiday);

14.5.4 Clause 19A – Redundancy -Plumbing Employees;

14.5.5 Clause 19B – Redundancy – All Other Employees; and

14.5.6 Clause 18 - Termination of Employment.
14.6 The following clauses of the Agreement do not apply to a regular casual employee:

14.6.1 Clause 28 - Personal/Carers (Sick) Leave (as far as it provides for paid Personal/Carers Leave);

14.6.2 Clause 31 - Public Holidays (unless the casual employee works the Public Holiday);

14.6.3 Clause 19A – Redundancy – Plumbing Employees;

14.6.4 Clause 19B – Redundancy – All Other Employees; and

14.6.5 Clause 18 - Termination of Employment.

Definitions

14.7 For the purposes of this clause:-

**Irregular casual** means an employee that has is engaged to perform work on an occasional or non – systematic basis.

**Regular casual** means an employee that is engaged on a more regular or systematic basis and has a genuine expectation of regular and on – going work.

15. **Types of Employment - Apprentice**

15.1 Subject to the provisions of the Agreement, the employer may employ apprentices in the trade or occupation of plumbing and fire sprinkler fitting in all States and Territories.

**Contract of apprenticeship/training agreement/indenture**

15.2 Apprentices will be contracted to the employer to learn the trade of plumber on a full-time basis for a term of four (4) years comprising of off-the-job and on-the-job training to complete the plumbing apprenticeship, subject to a training agreement.

**Cancellation, suspension or transfer of apprenticeship**

15.3 A training agreement may be suspended or cancelled by the mutual consent of the parties or, if through lack of orders or financial difficulties, an employer is unable to find suitable employment for an apprentice and a transfer to another employer cannot be arranged.

15.4 An apprentice may, with the consent of the parties to the training agreement, transfer their training agreement to another employer, provided that irrespective of the number of different employers taking the apprentice for a term, the two (2) or more terms will be regarded as one (1) continuous term and the later or latest employer will accept the apprentice at the position the apprentice occupied under their training agreement at the last date they were with their immediate former employer.

**Period of apprenticeship**
15.5 All apprentices under the Agreement will be apprenticed for a nominal period of four (4) years of training.

Hours

15.6 The ordinary hours of employment of apprentices will not exceed thirty - eight (38) hours.

Overtime – Apprentices and Junior Employees

15.7.1 No apprentice or junior employee under the age of eighteen (18) years will be required to work overtime unless they so desire.

15.7.2 No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent their attendance at a Registered Training Organisation as required by any statute, award or regulation applicable to them.

Payment by results

15.8 An apprentice will not work under any system of payment by results.

Lost time

15.9 Subject to any relevant State or Territory law, the apprentice will, for every day of absence from their work during any year of the said term without the consent of the employer, serve one (1) day at the end of the calendar period of any such year of their apprenticeship if required to do so by the employer.

15.9 The calendar period of the next succeeding year of their apprenticeship will not begin until the said additional day(s) have been served.

15.11 In calculating the extra time to be served the apprentice will be credited with time which they have worked during the relevant years in excess of their ordinary hours of service.

Attendance at a Registered Training Organisation

15.12 The apprentice will be released by the employer to attend a Registered Training Organisation during ordinary working hours of work for the purposes of undertaking the off-the-job component of the apprenticeship training without loss of pay.

15.13 Time spent by an apprentice, other than an apprentice undertaking a school-based apprenticeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time spent worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentices’ employment conditions.
Training fees and textbooks

15.14 Subject to Clauses 15.15 and 15.16, any costs associated with all fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within six (6) months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three (3) months of the registered training organisation commencing training, whichever is the later, unless there is unsatisfactory progress.

15.15 Direct payment of the fees and textbooks, within six (6) months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in Clause 15.14.

15.16 The employer shall not be required to reimburse fees for prescribed courses and prescribed textbooks (as provided by Clause 15.14), where such reimbursement shall result in a double dip of:-

15.16.1 any government subsidy provided to the employee (apprentice), or

15.16.2 a reimbursement of fees for prescribed courses and prescribed textbooks previously made by another employer, or

15.16.3 other/similar payments to which the apprentice may be entitled.

16. Types of Employment - Adult Apprentice

Application of general conditions of apprenticeship

16.1 The provisions of this Agreement apply to adult apprentices unless specifically otherwise provided.

Training credits

16.2 Subject to the provisions of this clause, the training to be completed by an adult apprentice under a contract of indenture will be determined by the relevant State training authority through its approved agencies based upon training credits being granted for the relevant working experience and educational standard obtained by the apprentice.
17. **Probationary Period**

17.1 An employee will be employed subject to a probationary period of three (3) months.

17.2 Either the employer, or the employee, may terminate the employment relationship at any time and for any reason during the probationary period by giving the notice required in Clause 18 – Termination of Employment.

17.3 The probationary period does not affect the *minimum employment period* requirements of the FW Act.

18. **Termination of Employment**

This clause does not apply to an employee employed as a Daily Hire employee under Clause 11 and an employee employed as a Casual Employee under Clause 14

**Notice specifying day of termination**

18.1 An employer must not terminate an employee’s employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given). The notice may be given to an employee by:-

18.1.1 delivering it personally; or

18.1.2 leaving it at the employee’s last known address; or

18.1.3 sending it by pre-paid post to the employee’s last known address.

**Amount of notice or payment in lieu of notice**

18.2 The employer must not terminate the employee’s employment unless:

18.2.1 the time between giving the notice and the day of the termination is at least the period (the *minimum period of notice*) worked out under Clause 18.1.3; or

18.2.2 the employer has paid to the employee (or to another person on the employee’s behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee’s behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
18.3 Work out the minimum period of notice as follows:

18.3.1 first, work out the period using the following table:

<table>
<thead>
<tr>
<th>Period</th>
<th>Employee's period of continuous service with the employer at the end of the day the notice is given</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>2</td>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3</td>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>4</td>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

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

**Notice of termination by an employee**

18.4 The notice of termination required to be given by an employee is the same as that required of the employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

**Job search entitlement**

18.5 Where the employer has given notice of termination to an employee, an employee must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment.

18.6 The time off is to be taken at times that are convenient to the employee after consultation with the employer.
Abandonment of Employment

18.7.1 The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer and without notification to the employer is prima facie evidence that the employee has abandoned their employment.

18.7.2 If within a period of fourteen (14) days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.

18.7.3 Termination of employment by abandonment in accordance with Clause 18.7—Abandonment of employment operates as from the date of the last attendance at work or the last day’s absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

18.7.4 The employer will write to an employee and confirm that their employment has ceased as a result of the abandonment of their employment.
19A.  **Redundancy — Plumbing Employees**

The following redundancy clause for the plumbing industry is an industry specific redundancy scheme as defined in Section 12 of the FW Act.

In accordance with Section 123(4)(b) of the FW Act, the provisions of Subdivision B — Redundancy Pay of Division 11 of the NES does not apply to the employer and employees employed as Plumbing Employees covered by this Agreement.

**Redundancy pay**

19A.1  A redundant employee will receive redundancy/severance payments in respect of all continuous service with the employer, calculated as follows:

<table>
<thead>
<tr>
<th>Period of continuous service with an employer</th>
<th>Redundancy/severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1.75 hours per week of service (if, and only if, redundancy is occasioned otherwise than by the employee)</td>
</tr>
<tr>
<td>1 year or more but less than 2 years</td>
<td>2.4 weeks’ pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks’ pay</td>
</tr>
<tr>
<td>2 years or more but less than 3 years</td>
<td>4.8 weeks’ pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks’ pay</td>
</tr>
<tr>
<td>3 years or more than but less than 4 years</td>
<td>7 weeks’ pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks’ pay</td>
</tr>
<tr>
<td>4 years or more</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

19A.2  Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further twelve (12) months.

19A.3  Any period of service as a casual will not entitle an employee to accrue service in accordance with this clause for that period.

19A.4  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.
Redundancy pay schemes

19A.5.1 Where the employer terminates the employment of an employee and the employer incurs a redundancy pay obligation to the employee under this clause, some or all of the benefit the employee receives from a redundancy pay fund may be set off against the employer’s redundancy pay obligation under this clause, subject to the following conditions.

19A.5.2 If the employee receives a benefit from the redundancy pay fund, the employer may set off any proportion of the benefit which is attributable to the employer’s contribution to the fund against its redundancy pay obligation under this clause. If the proportion so calculated is equal to or greater than the employer’s redundancy pay obligation under this clause the obligation will be fully satisfied.

19A.5.3 If the employee does not receive a benefit from the redundancy pay scheme, contributions made by an employer on behalf of an employee to the scheme 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 redundancy pay scheme fund or any agreement relating thereto. If the contribution is equal to or greater than the employer’s redundancy pay obligation under this clause the obligation will be fully satisfied.

Note: The redundancy pay scheme must be an Approved Worker Entitlement Fund under the Fringe Benefits Tax Regulations 1992

Definitions

19A.6 For the purposes of Clause 19A:–

redundancy means a situation where an employee ceases to be employed by an employer other than for reasons of misconduct or refusal of duty.

Redundant has a corresponding meaning.

Week’s pay means the all-purpose rate of pay (as defined) at the time of termination for the employee concerned.

19B Redundancy – All Other Employees

Entitlement to redundancy pay

19B.1 An employee is entitled to be paid redundancy pay by the employer if the employee’s employment is terminated:–

19B.1.1 at the employer’s initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

19B.1.2 because of the insolvency or bankruptcy of the employer.

Note: Clauses 19B.3 and 19B.4 describe situations in which the employee does not have this entitlement.
Amount of redundancy pay

19B.2 The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee’s hourly rate for his or her ordinary hours of work:-

<table>
<thead>
<tr>
<th>Redundancy pay period</th>
<th>Employee’s period of continuous service with the employer on termination</th>
<th>Redundancy pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2</td>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>3</td>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>4</td>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>5</td>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>6</td>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks</td>
</tr>
<tr>
<td>7</td>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks</td>
</tr>
<tr>
<td>8</td>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>9</td>
<td>At least 9 years but less than 10 years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>10</td>
<td>At least 10 years</td>
<td>12 weeks</td>
</tr>
</tbody>
</table>

Variation of redundancy pay for other employment or incapacity to pay

19B.3 This Clause applies if:-

19B.3.1 an employee is entitled to be paid an amount of redundancy pay by the employer because of Clause 19B.1 and the employer:-

19B.3.1(a) obtains other acceptable employment for the employee; or

19B.3.1(b) cannot pay the amount.

19B.3.2 On application by the employer, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.

19B.3.3 The amount of redundancy pay to which the employee is entitled under Clause 19B.3.2 is the reduced amount specified in the determination.
Exclusions from obligation to pay redundancy pay

19B.4 Clause 19B.1 does not apply to the termination of an employee’s employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination as described in Clause 18.1 (whichever happened first):-

19B.4.1 the employee’s period of continuous service with the employer is less than twelve (12) months; or

19B.4.2 the employer is a small business employer.

Employee leaving during notice period

19B.5 An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, will be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that, in such circumstances, the employee will not be entitled to payment instead of notice.

20. Wage Rates

Hourly Rate

20.1 The wage rates payable under the Agreement are prescribed in Appendix A – Wage Rate.

20.2 As prescribed in Clause 20.5 – Wage Rates – What is incorporated?, the Wage Rate incorporates a number of allowances and/or terms and conditions of employment payable under the PFS Award. The details of which allowances and/or terms and conditions of employment are incorporated in the Wage Rates are contained in Clause 20.5 – Wage Rates – What is incorporated?

Wage Rate Adjustment

20.3 The wage rates and the allowances prescribed in the Agreement will be reviewed annually and will be varied by not less than the percentage increase awarded by the FWC in the Annual Wage Review from the previous year. The actual amount of the increase will be determined solely by the employer.

20.4 Unless otherwise prescribed, the increases arising from Clause 20.3, shall be payable on:-

- the first pay period commencing on or after 1 July 2020, and
- the first pay period commencing on or after 1 July 2021 and
- the first pay period commencing on or after 1 July 2022.
Wage Rates – What is incorporated?

20.5 The following allowances and / or terms and conditions of employment payable under the CPS Award, MAIO Award, PFS Award and / or the RTD Award:-

- Industry Allowance (where applicable); and the
- Plumbing Trade Allowance (where applicable); and the
- Registration Allowance (where applicable); and the
- Special Fixed Allowance (where applicable); and the
- Fares Allowance (where applicable) and the
- Travelling Allowance (where applicable); and the
- Lost Time Loading (payable to a Daily Hire employee under the PFS Award [where applicable]); and the
- Tool Allowance (where applicable);

have, where applicable, been incorporated into the Wage Rates prescribed in Appendix A – Wage Rates.

20.6. As a consequence, the abovementioned allowances and or terms and conditions of employment are not payable under the Agreement.

21. Payment of Wages

21.1 All wages, allowances and other monies owed will be paid by electronic funds transfer to each employee’s nominated bank account.

21.2 Transfers / payments will be processed weekly.

22. Living Away From Home – Distant Work Allowance

Qualification

22.2.1 An employee will be entitled to the provisions of this clause when employed on a job or construction work at such a distance from their usual place of residence that the employee cannot reasonably return to that place each night.

Entitlement

22.2.2 Where an employee qualifies under Clause 22.2.1 the employer will either:-

22.2.2(a) provide the worker with reasonable board and lodging; or
22.2.2(b) pay an allowance of $490.00 per week of seven (7) days but such allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance will be $70.00 per day. The foregoing allowances will be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed.
Travelling expenses

22.2.3 An employee who is sent by their employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of this clause must be paid as follows:–

Forward and Return Journey

22.2.3(a) The employee shall be paid:–

22.2.3(a)(i) at the hourly minimum wage up to a maximum of eight (8) hours per day for each day of travel; and
22.2.3(a)(ii) if the employer does not pay the costs of the employees forward journey and/or return journey, the costs of the forward journey and/or return journey; and
22.2.3(a)(iii) for any meals incurred while travelling at $17.50 per meal and
22.2.3(a)(iv) an amount of $23.00 to cover the cost of transporting themselves and their tools from the main public transport terminal to the employee’s usual place of residence.

23. Superannuation

23.1 Ordinary time earnings will mean the ordinary rate, shift loading, site allowances (where applicable), any regular over-agreement pay and the casual loading of twenty-five per cent (25%).

23.2 The employer will be, and remain during the life of this Agreement, a participating employer in Australian Super or an alternate fund nominated by the employee.

23.3 The default superannuation fund is Australian Super.

23.4 All employees will receive the applicable Federal Government guarantee prescribed under the relevant Superannuation Act.

Salary sacrifice for additional superannuation

23.4.1 Where an employee wishes to have their pay salary sacrificed for additional superannuation, the employer will comply with the employee’s request as soon as possible.

23.4.2 All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate.

23.4.3 Such sacrifice will be in addition to the employer’s obligations under Clause 23.3.

23.4.4 Where an employee exercises their option under Clause 23.4, or similar options, such contributions will be deemed to be part of their wages for the purposes of the FW Act.
Absence from work

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

Paid leave

23.5.1 Contributions will continue whilst a member of a fund is absent on paid leave including, annual leave, personal leave, long service leave, public holidays, jury service, compassionate leave, community service leave and (where appropriate) defence reserve leave.

23.5.2 Payments made by the employer on behalf of a third party, including but not limited to, Centrelink and Family Assistance Office, will not be regarded as paid leave for the purposes of superannuation contributions.

Unpaid leave

23.5.3 Contributions will not be required in respect of any period of absence from work without pay of one (1) day or more.

23.5.4 For the purpose of clarity, where an employee receives a payment for any purpose other than in accordance with Clause 23.5.1, the employee will be deemed to be on unpaid leave.

Work related injury or illness

23.5.5 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 first fifty-two (52) weeks of the absence provided that:

23.5.5(a) the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Agreement.; or

23.5.5(b) the person remains an employee of the employer.

24. Hours of Work

24.1 An employer must not request or require an employee to work more than the following number of hours in a week unless the additional hours are reasonable:

24.1.1 for a full-time employee — thirty - eight (38) hours; or

24.1.2 for an employee who is not a full-time employee — the lesser of:

24.1.2(a) thirty - eight (38) hours; and

24.1.2(b) the employee's ordinary hours of work in a week.
Ordinary Hours

24.2 The ordinary hours of work will be thirty - eight (38) hours per week; with daily hours of work to be seven hours and thirty - six minutes (7.6 hours) per day.

24.3 Ordinary working hours will be worked between the hours of 6.00 a.m. and 6.00 p.m. Monday to Friday.

Start Times

24.4.1 The employer shall advise each employee of their normal starting time.

24.4.2 The normal start time may be varied to take account of the operational requirements of the employer.

25. Breaks

Meal breaks

25.1 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 12.00 noon and 2.00 p.m.

Variation of meal breaks

25.2 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.

Daily rest breaks

25.3 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.

Note The actual time of taking the meal break and / or the daily rest break shall be subject to the operational requirements of the employer.
26. **Overtime**

Each days’ overtime stands alone.

26.1 In respect of all time worked beyond the ordinary hours of work (thirty-eight [38] per week or seven hours and thirty-six minutes [7.6]) per day employees must be paid:

**Midnight Sunday to Midnight Saturday**

26.1.1 Overtime worked between midnight Sunday and midnight Saturday must be paid:

- at the rate of one hundred and fifty per cent (150%) for the first two (2) hours; and
- two hundred per cent (200%) thereafter.

26.1.2 Provided that, work commenced after midnight and prior to 6.00 a.m. must be paid for at the rate of two hundred per cent (200%)

**Midnight Saturday to Midnight Sunday**

26.1.3 Overtime worked between midnight Saturday and midnight Sunday must be paid for at the rate of two hundred per cent (200%).

**Midnight to Midnight Public Holiday**

26.1.4 Overtime worked between midnight and midnight on a public holiday must be paid for at the rate of two hundred and fifty per cent (250%).

**Minimum Payments**

26.2.1 Subject to Clause 26.2.3, an employee required to work overtime on a Saturday will be afforded at least three (3) hours of work.

26.2.2 Subject to Clause 26.2.3, an employee required to work overtime on a Sunday or a public holiday will be afforded at least four (4) hours of work.

26.2.3 Clauses 26.2.1 and 26.2.2 will not apply in circumstances where the employee is recalled to work in accordance with clause 26.5—Call-back.

**Employee may refuse to work unreasonable additional hours**

26.3 The employee may refuse to work additional hours (beyond those referred to in Clause 24.2, if they are unreasonable.)
Determining whether additional hours are reasonable

26.4 In determining whether additional hours are reasonable or unreasonable for the purposes of Clause 26.1.6, the following must be taken into account:

26.4.1 any risk to employee health and safety from working the additional hours;

26.4.2 the employee’s personal circumstances, including family responsibilities;

26.4.3 the needs of the workplace or employer in which the employee is employed;

26.4.4 whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

26.4.5 any notice given by the employer of any request or requirement to work the additional hours;

26.4.6 any notice given by the employee of his or her intention to refuse to work the additional hours;

26.4.7 the usual patterns of work in the industry, or the part of an industry, in which the employee works;

26.4.8 the nature of the employee’s role, and the employee’s level of responsibility; and

26.4.9 any other relevant matter.

Authorised leave or absence treated as hours worked

26.5 The hours an employee works in a week are taken to include any hours of leave, or absence, whether paid or unpaid, that the employee takes in the week and that are authorised:

26.5.1 by the employee’s employer; or

26.5.2 by or under a term or condition of the employee’s employment; or

26.5.3 by or under a law of the Commonwealth, a State or a Territory, or an instrument in force under such a law.
Rest Breaks

26.6.1 An employee working overtime on a Saturday, Sunday or public holiday will be allowed a paid rest period of ten (10) minutes. This rest period will be paid for as though worked.

26.6.2 An employee working on a Saturday, Sunday or public holiday will be allowed a paid meal break of twenty (20) minutes after four (4) hours of work, to be paid at the relevant overtime rate of pay, but this will not prevent any arrangement being made for a thirty (30) minute meal period, the time in addition to the paid twenty (20) minutes being without pay. In the event of an employee being required to work in excess of a further four (4) hours, the employee will be allowed to take a paid rest break of thirty (30) minutes payable at the relevant overtime rate.

26.6.3 When an employee is required to work overtime after the usual ceasing time for the day for two (2) hours or more, 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.

26.6.4 In the event of an employee remaining at work after the usual ceasing time without taking the rest break of twenty (20) minutes and continuing at work for a period of two (2) hours or more, the employee will be regarded as having worked twenty (20) minutes more than the time worked and be paid accordingly.

Breaks between working days

26.6.1 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had 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 their ordinary commencing time on their 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.

26.6.2 If, on the instructions of their employer, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty the employee must be paid at two hundred per cent (200%) 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.

26.6.3 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.
Call-back

26.7.1 An employee recalled to work overtime after leaving their employer’s business premises (whether notified before or after leaving the premises) must be paid a minimum of three (3) hours’ work.

26.7.2 Except in the case of unforeseen circumstances arising the employee will not be required to work the full minimum hours if the job or jobs the employee was recalled to perform are completed within a shorter period.

26.7.3 This clause will not apply in cases where it is customary for an employee to return to the employer’s premises to perform a specific job outside their ordinary working hours, where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time or in the case of service work.

Restriction on overtime for apprentices

26.8.1 No apprentice under the age of eighteen (18) years will be required to work overtime unless the employee so desires.

26.8.2 No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent their attendance at Registered Training Organisation, as required by any statute, award or regulation applicable to them.

27. Annual Leave

This clause does not apply to a casual employee

Amount of leave

27.1 For each year of service with his or her employer, an employee is entitled to:-

27.1.1 four (4) weeks of paid annual leave; or

27.1.2 five (5) weeks of paid annual leave, if

27.1.2(a) the employee is required to work, or is required to be on call, for any part of twenty-six (26) weekends or more in any one (1) year; and / or

27.1.2(b) the employee is a shiftworker.

Accrual of leave

27.2 An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work and accumulates from year to year.

Note: If an employee’s employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.
Taking paid annual leave

27.3 Paid annual leave may be taken for a period agreed between an employee and his or her employer, taking into account the operational requirements of the workplace. Subject to the provisions of the FW Act limited annual leave will be granted during peak period (May to August inclusive).

27.4 The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Employee not taken to be on paid annual leave at certain times

27.5 If the period during which an employee takes paid annual leave includes a day or part day:-

27.5.1 that is a public holiday under Clause 31 – Public Holidays; or

27.5.2 that is personal/carer's (sick) leave under Clause 28 – Personal / Carer’s (Sick) Leave, or

27.5.3 that is community services leave under Clause 32 – Jury Service, or Clause 33 - Community Service Activity (Emergency Management Activity);

the employee is taken not to be on paid annual leave for the period of that other leave or absence.

Payment for annual leave

27.6 If, in accordance with this Clause, an employee takes a period of paid annual leave, the employer must pay the employee at the employee's hourly rate for the employee's ordinary hours of work in the period.
Cashing Out of Annual Leave

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

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

27.7.2(a) each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the employer and the employee which must:

27.7.2(a)(i) be in writing and retained as an employee record;
27.7.2(a)(ii) state the amount of accrued leave to be cashed out and the payment to be made to the employee;
27.7.2(a)(iii) state the date on which the payment is to be made, and
27.7.2(a)(iv) be signed by the employer and employee and, if the employee is under eighteen (18) years of age, the employees’ parent or guardian;

27.7.2(b) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time that it is cashed out;

27.7.2(c) paid annual leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to paid annual leave being less than four (4) weeks; and

27.7.2(d) employees may not cash out more than two (2) weeks’ accrued annual leave in any twelve (12) month period.

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

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

Excessive Annual Leave Accruals

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

28.8.1 An employee has an excessive leave accrual if:

27.8.1(a) the employee is not a shiftworker and has accrued more than eight (8) weeks paid annual leave; or
27.8.2(b) the employee is a shiftworker and has accrued more than ten (10) weeks paid annual leave.
Eliminating excessive leave accruals / Dealing with excessive leave accruals by agreement

27.9 Before an employer can direct that leave be taken under Clause 27.9 or an employee can give notice of leave to be granted under Clause 27.10, the employer or employee must request a meeting and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee’s excessive leave accrual.

Employer may direct that leave be taken (This Clause applies if an employee has an excessive leave accrual)

27.10 If agreement is not reached under Clause 27.9, the employer may give a written direction to the employee to take a period or periods of paid annual leave. The direction must state that it is a direction given under Clause 27.10.

27.11 Such a direction must not:-

27.11.1 result in the employee’s remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of Clause 27.12.

27.11.2 require the employee to take any period of leave of less than one (1) week;

27.11.2(a) require the employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the employee;

27.11.2(b) require the employee to take any period of leave commencing more than twelve (12) months after the day the direction is given to the employee; or

27.11.2(c) be inconsistent with any leave arrangement agreed between the employer and employee.

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

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

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

Employee may require that leave be granted.

27.14 This Clause applies if an employee has had an excessive leave accrual for more than six (6) months and the employer has not given a direction under Clause 27.10 that will eliminate the employee’s excessive leave accrual.
27.15 If agreement is not reached under Clause 27.10, the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave. The notice must state that it is a notice given under Clause 27.14.

27.16 Such a notice must not:-

27.16.1 result in the employee’s remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under this subclause);

27.16.2 provide for the employee to take any period of leave of less than one week;

27.16.3 provide for the employee to take any period of leave commencing less than eight (8) weeks after the day the notice is given to the employer;

27.16.4 provide for the employee to take any period of leave commencing more than twelve (12) months after the day the notice is given to the employer; or

27.16.5 be inconsistent with any leave arrangement agreed between the employer and employee.

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

Dispute resolution

27.17. Without limiting the dispute resolution Clause of this award, an employer or an employee may refer the following matters to the Fair Work Commission under the dispute resolution clause:-

27.17.1 a dispute about whether the employer or employee has requested a meeting and genuinely tried to reach agreement under Clause 27.9;

27.17.2 a dispute about whether the employer has unreasonably refused to agree to a request by the employee to take paid annual leave; and

27.17.3 a dispute about whether a direction to take leave complies with Clause 27.14 or whether a notice requiring leave to be granted complies with Clause 27.14.
Annual leave in advance

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

27.18.1 it is in writing and signed by the employee and employer;

27.18.2 it states the amount of leave to be taken in advance and the date on which the leave is to commence; and

27.18.3 it is retained as an employee record.

27.19 This Clause applies if an employee takes a period of paid annual leave in advance pursuant to an agreement made in accordance with Clause 27.10. If the employee’s employment is terminated before they have accrued all of the entitlement to paid annual leave which they have taken then the employer may deduct an amount equal to the difference between the employee’s accrued annual leave entitlement and the leave taken in advance, from any monies due to the employee on termination.

Annual leave on Termination of Employment

27.20 If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

Annual Close Down

27.21 The employer may close down their operations, or part of their operations, for the purpose of allowing annual leave to the employees concerned, provided that:-

27.21.1 the employer gives not less than two (2) months’ written notice of their intention to do so; and

27.21.2 an employee who has accrued sufficient annual leave to cover the period of the close down, is allowed annual leave for the entirety of that period; and

27.21.3 an employee who has not accrued sufficient annual leave to cover all of the close down, is allowed paid annual leave for the period for which they have accrued sufficient annual leave and given unpaid annual leave for the remainder of the closedown; and

27.21.4 the employer may only close down their operations, or part of their operations, during the Christmas / New Year Period.
Annual Leave Loading

27.22 Subject to Clause 27.23, an employee will be paid annual leave loading.

27.23 Annual leave loading will not be paid at the time that an employee takes annual leave but will be paid by the employer in the pay period immediately before Christmas each year.

28. Personal/Carer’s (Sick) Leave

Clause 28.1 to 28.6 do not apply to a casual employee

Entitlement to paid personal/carer’s leave

Amount of leave

28.1 For each year of service with his or her employer, an employee is entitled to ten (10) days of paid personal/carer’s leave.

28.2 Accrual of leave

28.2.1 An employee’s entitlement to paid personal/carer’s leave accrues progressively during a year of service according to the employee’s ordinary hours of work and accumulates from year to year.

Taking paid personal/carer’s leave

28.3 An employee may take paid personal/carer’s leave if the leave is taken:

28.3.1 because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

28.3.2 to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because of:

28.3.3 a personal illness, or personal injury, affecting the member; or

28.3.4 an unexpected emergency affecting the member.

Employee taken not to be on paid personal/carer’s leave on public holiday

28.4 If the period during which an employee takes paid personal/carer’s leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer’s leave on that public holiday.
Payment for paid personal/carers leave

28.5 If an employee takes a period of paid personal/carers leave, the employer must pay the employee at the employee’s hourly rate for the employee’s ordinary hours of work in the period.

Employee not taken to be on paid personal/carers leave at certain times

28.6 If the period during which an employee takes paid personal/carers leave includes a day or part day that is a public holiday under Clause 31 – Public Holidays the employee is taken not to be on paid personal/carers leave for the period of that other leave or absence.

Notice and evidence requirements - Notice

28.7 An employee must give his or her employer notice of the taking of leave under this Clause by the employee.

28.8 The notice:

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

28.8.2 must advise the employer of the period, or expected period, of the leave.

Evidence

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

28.9.1 if it is paid personal/carers leave—the leave is taken for a reason specified in Clause 28.3; or

28.9.2 if it is unpaid carer’s leave—the leave is taken for a permissible occasion in circumstances specified in Clause 28.8.1; or

28.9.3 if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 30 – Bereavement/Compassionate Leave.

Compliance

28.9.4 An employee is not entitled to take leave under this Clause unless the employee complies with Clauses 28.7, 28.8 and Clause 28.9.
Entitlement to unpaid carer’s leave

28.10 An employee is entitled to two (2) days of unpaid carer’s leave for each occasion (a permissible occasion) when a member of the employee’s immediate family, or a member of the employee’s household, requires care or support because of:-

28.10.1 a personal illness, or personal injury, affecting the member; or

28.10.2 an unexpected emergency affecting the member.

Taking unpaid carer’s leave

28.11 An employee may take unpaid carer’s leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in Clause 28.8.1.

28.12 An employee may take unpaid carer’s leave for a particular permissible occasion as:

28.12.1 a single continuous period of up to two (2) days; or

28.12.2 any separate periods to which the employee and his or her employer agree.

28.13 An employee cannot take unpaid carer’s leave during a particular period if the employee could instead take paid personal/carer’s leave.

28.14 The notice and evidence requirements of Clauses 28.7, 28.8 and 28.9 must be complied with.

Definitions

28.15 For the purposes of this clause:-

carers leave is for the purpose of an employee providing care to a member of the employees’ immediate family.

immediate family means: -

- a spouse including a former spouse, a de-facto spouse or a former de-facto spouse, child which includes an adopted child, a step child an ex-nuptial child of the employee; or

- an adult child, parent, grandparent, grandchild, or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse of the employee.

sick leave is for the purpose of granting an employee time off when they are unable to work because of personal illness or injury that is not work related.
29 Family and Domestic Violence Leave

Entitlement to unpaid family and domestic violence leave

29.1 An employee is entitled to five (5) days of unpaid family and domestic violence leave in a twelve (12) month period.

29.2 Unpaid family and domestic violence leave:

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

29.2.2 does not accumulate from year to year; and

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

29.3 For the purposes of Clause 29.2, if an employee is employed by a particular employer:-

29.3.1 as a casual employee; or

29.3.2 for a specified period of time, for a specified task or for the duration of a specified season;

the start of the employee’s employment is taken to be the start of the employee’s first employment with that employer.

29.4 The employee may take unpaid family and domestic violence leave as:

29.4.1 a single continuous five (5) day period; or

29.4.2 separate periods of one (1) or more days each; or

29.4.3 any separate periods to which the employee and the employer agree, including periods of less than one (1) day.

29.5 To avoid doubt, this Clause does not prevent the employee and the employer agreeing that the employee may take more than five (5) days of unpaid leave to deal with the impact of family and domestic violence.
Taking unpaid family and domestic violence leave

29.6 The employee may take unpaid family and domestic violence leave if:

29.6.1 the employee is experiencing family and domestic violence; and

29.6.2 the employee needs to do something to deal with the impact of the family and domestic violence; and

29.6.3 it is impractical for the employee to do that thing outside the employee’s ordinary hours of work.

Note 1: Examples of actions, by an employee who is experiencing family and domestic violence, that could be covered by Clause 29.6.2 are arranging for the safety of the employee or a close relative (including relocation), attending urgent court hearings or accessing police services.

Confidentiality

29.7 Employers must take steps to ensure information concerning any notice or evidence an employee has given under the employer of the employee taking leave under this Clause is treated confidentially, as far as it is reasonably practicable to do so.

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

Note: Information covered by this section that is personal information may also be regulated under the Privacy Act 1988.

Operation of unpaid family and domestic violence leave and leave for victims of crime

29.9 This Subdivision does not exclude or limit the operation of a law of a State or Territory to the extent that it provides for leave for victims of crime.

29.9 If an employee who is entitled, under a law of a State or Territory, to leave for victims of crime is also entitled to leave under this Clause, that law applies in addition to this Clause.

Entitlement to days of leave

29.11 What constitutes a day of leave for the purposes of this Clause is taken to be the same as what constitutes a day of leave for the purposes of Section 85 of the FW Act and Clauses 28.11 and 28.12 – Unpaid Carer’s Leave and Clause 30 – Bereavement / Compassionate Leave.
Notice and Evidence

29.12 An apprentice who has given his / her employer notice of the taking of leave under this Clause must, if required by the employer, give the employer evidence that:

29.12.1 would satisfy a reasonable person that meets the requirement specified in Clause 29.6.1; and that

29.12.2 the leave is taken for the purpose specified in Clause 29.6.2; and that

29.12.3 the requirement specified in Clause 29.6.3 is met.

Definitions

29.13 For the purposes of this Clause:-

family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an employee that:

• seeks to coerce or control the employee; and
• causes the employee harm or to be fearful.

a close relative of the employee means a person who:

• is a member of the employee’s immediate family; or
• is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

immediate family means:

• a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee (a reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner); or
• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee (a reference to a spouse or de facto partner includes a former spouse or de facto partner).
30. **Bereavement / Compassionate Leave**

**Entitlement to compassionate leave**

30.1 An employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee’s immediate family, or a member of the employee’s household:

30.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

30.1.2 sustains a personal injury that poses a serious threat to his or her life; or

30.1.3 dies.

**Taking compassionate leave**

30.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:-

30.2.1 to spend time with the member of the employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury as referred to in Clauses 30.1.1 and 30.1.2; or

30.2.2 after the death of the member of the employee’s immediate family or household, as referred to in Clause 30.1.3.

30.3 An employee may take compassionate leave for a particular permissible occasion as:-

30.3.1 a single continuous two (2) day period; or

30.3.2 two (2) separate periods of one (1) day each; or

30.3.3 any separate periods to which the employee and the employer agree.

30.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

30.5 The notice and evidence requirements of Clause 28.7, 28.8 and 28.9, must be complied with.

**Payment for compassionate leave (other than for casual employees)**

30.6 If an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee’s hourly rate for the employee’s ordinary hours of work in the period.

30.7 For casual employees, compassionate leave is unpaid leave.
31. **Public Holidays**

Entitlement to be absent from employment on public holiday

31.1 An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

**Reasonable requests to work on public holidays**

31.2 However, an employer may request an employee to work on a public holiday if the request is reasonable.

31.3 If an employer requests an employee to work on a public holiday, the employee may refuse the request if:-

31.3.1 the request is not reasonable; or

31.3.2 the refusal is reasonable.

31.4 In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:-

31.4.1 the nature of the employer's workplace or business (including its operational requirements), and the nature of the work performed by the employee;

31.4.2 the employee's personal circumstances, including family responsibilities;

31.4.3 whether the employee could reasonably expect that the employer might request work on the public holiday;

31.4.4 whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;

31.4.5 the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);

31.4.6 the amount of notice in advance of the public holiday given by the employer when making the request;

31.4.7 in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;
Meaning of public holiday

31.5.1 The following are public holidays:

- 1 January (New Year’s Day);
- 26 January (Australia Day);
- Labour Day;
- Good Friday;
- Easter Monday;
- 25 April (Anzac Day);
- the Queen’s Birthday;
- the Friday before the AFL Grand Final;
- Melbourne Cup Day;
- 25 December (Christmas Day);
- 26 December (Boxing Day); and

31.5.2 any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

Substituted public holidays under State or Territory laws

31.6 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.

31.7 By agreement between the employer and the majority of employees in the relevant business or section of the business, an alternative day may be taken as the public holiday instead of any of days prescribed in Clause 31.5.1.

Payment for absence on public holiday

31.8 If, in accordance with this Clause, an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee’s hourly rate for the employee’s ordinary hours of work on the day or part-day.

Note: If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.
32. **Jury Service**

**Notice and evidence requirements - Notice**

32.1 An employee who wants an absence from his or her employment to be covered by this Clause must give his or her employer notice of the absence.

32.2 The notice:-

32.2.1 must be given to the employer as soon as practicable (which may be a time after the absence has started); and

32.2.2 must advise the employer of the period, or expected period, of the absence.

**Evidence**

32.3 An employee who has given his or her employer notice of an absence under Clause 32.1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be required to undertake Jury Service.

**Compliance**

32.4 An employee's absence from his or her employment is not covered by this Clause unless the employee complies with this Clause.

**Payment to employees on jury service**

32.5 If an employee is absent from his or her employment for a period because of jury service the employer must pay the employee at the employee's hourly rate for the employee’s ordinary hours of work in the period.
33. **Community Service Activity (Emergency Management Activity)**

All leave under this Clause is unpaid.

Entitlement to be absent from employment for engaging in eligible community service activity

33.1 An employee who engages in an eligible community service activity is entitled to be absent (on leave without pay) from his or her employment for a period if:-

33.1.1 the period consists of one (1) or more of the following:-

33.1.2 time when the employee engages in the activity;

33.1.3 reasonable travelling time associated with the activity;

33.1.4 reasonable rest time immediately following the activity; and

33.1.5 unless the activity is jury service—the employee’s absence is reasonable in all the circumstances.

33.2 An employee engages in a voluntary emergency management activity if, and only if:-

33.2.1 the employee engages in an activity that involves dealing with an emergency or natural disaster; and

33.2.2 the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

33.2.3 the employee is a member of, or has a member-like association with, a recognised emergency management body; and

33.2.4 either:-

33.2.4(a) the employee was requested by or on behalf of the body to engage in the activity; or

33.2.4(b) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
Definitions

33.2 For the purposes of this clause recognised emergency management body is:-

33.2.1 a body, or part of a body, that has a role or function under a plan that:-

33.2.1(a) is for coping with emergencies and / or disasters; and
33.2.1(b) is prepared by the Commonwealth, a State or a Territory; or
33.2.1(c) a fire-fighting, civil defence or rescue body, or part of such a body; or
33.2.1(d) any other body, or part of a body, a substantial purpose of which involves:-

33.2.1(d)(i) securing the safety of persons or animals in an emergency or natural disaster; or
33.2.1(d)(ii) protecting property in an emergency or natural disaster; or
33.2.1(d)(iii) otherwise responding to an emergency or natural disaster.

34. Parental Leave

34.1 The Parental Leave provisions from the National Employment Standards (NES) shall apply.

Summary of Entitlement

34.2 Under the NES Parental Leave provisions, all parental leave is unpaid. Under the NES Parental Leave provisions; an employee is entitled to take parental leave if the employee:-

• has worked for the employer for at least twelve (12) months before the date of birth, the date of adoption; or when the leave starts (if the leave is taken after another person cares for the child or takes parental leave); and
• has, or will have, responsibility for the care of a child.

There is no obligation to work an additional twelve (12) months, before an employee can take another period of parental leave.

The NES Parental Leave provisions apply when:-

• an employee gives birth;
• an employee’s spouse / partner gives birth;
• an employee adopts a child under sixteen (16) years of age.

Parental leave is for a twelve (12) month period. However, an employee may elect to extend their period of parental leave by an additional twelve (12) months. In combination, the maximum period of parental leave that an employee would be entitled to is twenty four (24) months.

Concurrent leave; where both persons take leave at the same time is allowed. The minimum period of time for concurrent leave is two (2) weeks and the maximum period of time is eight (8) weeks.
An employee may undertake Keeping in Touch Days; that is days where the employee may return and undertake work (the type of examples given are planning days; training, conference). These days would be paid. An employee can undertake a maximum of ten (10) Keeping in Touch Days.

35. **Long Service Leave**

Colinvest

35.1 The employer shall contribute to the Colinvest Portable Long Service Leave Scheme for all applicable employees. By contributing to the Colinvest Portable Long Service Leave Scheme the employer shall not be obliged to provide long service leave under the Long Service Leave Act 1992 (Vic).

35.2 For those employees not covered by Colinvest, the employer shall provide long service leave in accordance with the Long Service Leave Act 1992 (Vic).

36 **Inclement Weather**

**What is inclement weather?**

36.1 **Inclement weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

**Procedure**

36.2 The employer or its representative, when requested by the employee/s or their representative, must confer within a reasonable time (which does not exceed sixty (60) minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.

**Restrictions on payments**

36.3 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.
Entitlement to payment

36.4 An employee will be entitled to payment by their employer for ordinary time lost through inclement weather for up to, but not more than thirty-two (32) hours in every period of four (4) weeks. The following conditions will apply:

36.4.1 the first period will commence on the first Monday on or after the 1 January each year, and subsequent periods will commence at four (4) weekly periods thereafter;

36.4.2 the employee will be credited with thirty-two (32) hours at the commencement of each four (4) weekly period. Hours will not accumulate or be carried over;

36.4.3 if an employee commences employment during a four (4) weekly period they will be credited eight (8) hours for each week, or part of a week, that the employee is employed during the four (4) weekly period;

36.4.4 the number of hours credited to an employee will be reduced by the number of hours for which payment is made; and

36.4.5 payment under this clause will be weekly.

Transfers

36.5 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.

Employees required to work in inclement weather

36.6 Except as provided in this clause an employee will not work or be required to work in inclement weather.

36.7 Employees required to work in inclement weather will only be obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/or to secure or make the site safe as circumstances require. Employees engaged on such work must be paid at the rate of double time.

36.8 Where the employer requires an employee to work in inclement weather, the employee will be reimbursed in full the cost of appropriate protective clothing, except where the employer provides such protective clothing.

36.9 If the employee’s clothing becomes wet as a result of working in wet weather and the employee does not have a change of dry work clothes, the employee will be entitled, at the completion of the work, to cease work for the day without loss of pay.
Cessation and resumption of work

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

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

Safety

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

Additional wet weather procedure

Remaining on site

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

36.13.1 for more than an accumulated total of four (4) hours of ordinary time in any one (1) day;

36.13.2 after the meal break, as provided in Clause 25.1, for more than an accumulated total of fifty per cent (50%) of the normal afternoon work time;

36.13.3 during the final two (2) hours of the normal work day for more than an accumulated total of one (1) hour;

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

36.14 Where, by agreement between the employer and/or their representative and the employees and/or their representative, the employees remain on site beyond the periods specified, any such additional wet time must be paid for but will not be debited against the employees' hours.
Rain at starting time

36.15 Despite the provisions of Clause 36.6 where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they may be required to go to work in a dry area or to be transferred to another site where:-

36.15.1 the rain stops;

36.15.2 a covered walk-way has been provided;

36.15.3 the sheds are under cover and the employees can get to the dry area without going through the rain; or

36.15.4 adequate protection is provided. Protection will, where necessary, be provided for the employee’s tools.

36.16 Wet time occurring during overtime will not be taken into account for the purposes of this clause

37 Alcohol and Drugs

37.1 The use of drugs and alcohol in the work environment is strictly prohibited.

37.2 Employees who report for work or who are at work with any concentration of illicit drugs or alcohol in their blood are deemed to be in breach of their contract of employment and will be personally liable for any damage arising from their actions while so affected.

37.3 Employees who are taking prescription or non-prescription drugs that may affect their work performance will report that they are taking such drugs to the employer.

37.4 It is understood that the employer may require employees to undertake non-invasive tests to ascertain whether they have a concentration of illicit drugs or alcohol in their blood.

37.5 Employees who refuse to undertake such tests may be stood down without pay.

38. Dispute and Grievance Procedure

38.1 If a dispute relates to:

38.1.1 a matter arising under the Agreement; or

38.1.2 the NES;

this term sets out procedures to settle the dispute.

38.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
38.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

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

38.5 FWC may deal with the dispute in two (2) stages:

38.5.1 FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

38.5.2 If FWC is unable to resolve the dispute at the first stage, the FWC may then:

38.5.2(a) arbitrate the dispute
38.5.2(b) make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

38.6 While the parties are trying to resolve the dispute using the procedures in this term:

38.6.1 an employee must continue to perform his or her work as he/she would normally unless he/she has a reasonable concern about an imminent risk to his/her health or safety; and

38.6.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:-

38.6.2(a) the work is not safe; or
38.6.2(b) applicable occupational health and safety legislation would not permit the work to be performed; or
38.6.2(c) the work is not appropriate for the employee to perform; or
38.6.2(d) there are other reasonable grounds for the employee to refuse to comply with the direction.

38.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.
Appendix A  Wage Rates

Clerical and Administrative

<table>
<thead>
<tr>
<th>Level</th>
<th>$ Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 – Year 1</td>
<td>$21.20</td>
</tr>
<tr>
<td>Level 1 – Year 2</td>
<td>$22.00</td>
</tr>
<tr>
<td>Level 1 – Year 3</td>
<td>$22.80</td>
</tr>
<tr>
<td>Level 2 – Year 1</td>
<td>$23.20</td>
</tr>
<tr>
<td>Level 1 – Year 2</td>
<td>$24.00</td>
</tr>
<tr>
<td>Level 3</td>
<td>$24.80</td>
</tr>
<tr>
<td>Level 4</td>
<td>$26.00</td>
</tr>
<tr>
<td>Level 5</td>
<td>$27.00</td>
</tr>
</tbody>
</table>

A Junior Employee would be paid the following percentage of the applicable hourly rate:-

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16 years of Age</td>
<td>46</td>
</tr>
<tr>
<td>16 Years of Age</td>
<td>52</td>
</tr>
<tr>
<td>17 Years of Age</td>
<td>62</td>
</tr>
<tr>
<td>18 Years of Age</td>
<td>72</td>
</tr>
<tr>
<td>19 Years of Age</td>
<td>82</td>
</tr>
<tr>
<td>20 Years of Age</td>
<td>92</td>
</tr>
</tbody>
</table>

Drivers

<table>
<thead>
<tr>
<th>Grade</th>
<th>$ Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>$21.10</td>
</tr>
<tr>
<td>Grade 2</td>
<td>$21.60</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$22.10</td>
</tr>
<tr>
<td>Grade 4</td>
<td>$22.80</td>
</tr>
</tbody>
</table>
## Factory / Manufacturing

<table>
<thead>
<tr>
<th>Grade</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2(B)</td>
<td>$31.10</td>
</tr>
<tr>
<td>C2(A)</td>
<td>$29.90</td>
</tr>
<tr>
<td>C3</td>
<td>$29.10</td>
</tr>
<tr>
<td>C4</td>
<td>$27.70</td>
</tr>
<tr>
<td>C5</td>
<td>$27.00</td>
</tr>
<tr>
<td>C6</td>
<td>$26.40</td>
</tr>
<tr>
<td>C7</td>
<td>$25.10</td>
</tr>
<tr>
<td>C8</td>
<td>$24.50</td>
</tr>
<tr>
<td>C9</td>
<td>$23.80</td>
</tr>
<tr>
<td>C10 (Tradesperson)</td>
<td>$23.00</td>
</tr>
<tr>
<td>C11</td>
<td>$21.80</td>
</tr>
<tr>
<td>C12</td>
<td>$21.10</td>
</tr>
<tr>
<td>C13</td>
<td>$20.30</td>
</tr>
<tr>
<td>C14</td>
<td>$19.80</td>
</tr>
</tbody>
</table>

A Junior Employee would be paid the following percentage of the applicable hourly rate:-

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16 years of Age</td>
<td>36.8</td>
</tr>
<tr>
<td>16 Years of Age</td>
<td>47.3</td>
</tr>
<tr>
<td>17 Years of Age</td>
<td>57.8</td>
</tr>
<tr>
<td>18 Years of Age</td>
<td>68.3</td>
</tr>
<tr>
<td>19 Years of Age</td>
<td>82.5</td>
</tr>
<tr>
<td>20 Years of Age</td>
<td>97.7</td>
</tr>
</tbody>
</table>

## Plumbing

<table>
<thead>
<tr>
<th>Role</th>
<th>$ Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Plumber</td>
<td>$30.00</td>
</tr>
<tr>
<td>Apprentice 4th Year</td>
<td>$26.00</td>
</tr>
<tr>
<td>Apprentice 3rd Year</td>
<td>$21.00</td>
</tr>
<tr>
<td>Apprentice 2nd Year</td>
<td>$20.00</td>
</tr>
<tr>
<td>Apprentice 1st Year</td>
<td>$16.50</td>
</tr>
<tr>
<td>Adult Apprentice 4th Year</td>
<td>$26.00</td>
</tr>
<tr>
<td>Adult Apprentice 3rd Year</td>
<td>$24.00</td>
</tr>
<tr>
<td>Adult Apprentice 2nd Year</td>
<td>$24.00</td>
</tr>
<tr>
<td>Adult Apprentice 1st Year</td>
<td>$24.00</td>
</tr>
</tbody>
</table>
Note:-

The following allowances and/or terms and conditions of employment payable under the CPS Award, MAIO Award, PFS Award and/or the RTD Award:-

- Industry Allowance; and the
- Plumbing Trade Allowance (where applicable); and the
- Registration Allowance (where applicable); and the
- Special Fixed Allowance; and the
- Fares and Travelling Allowance; and the
- Lost Time Loading (Payable to Daily Hire Employees); and the
- Tool Allowance;

have, where applicable, been incorporated into the Wage Rates prescribed in Appendix A – Wage Rates.

As a consequence, the abovementioned allowances and/or terms and conditions of employment are not payable under the Agreement.
Appendix B  Signatures to the Agreement

Signed for and on behalf of Interline Roofing Melbourne Pty Ltd trading as Interline Roofing (ABN 21 050 271 246)