Plumbing and Fire Sprinklers Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 21 November 2018 (PR701683, PR701436).

Clause(s) affected by the most recent variation(s):

33A—Requests for flexible working arrangements

Schedule F—Part-day Public Holidays

Current review matter(s): AM2014/47; AM2014/190; AM2014/196; AM2014/197; AM2014/280; AM2014/300; AM2014/301; AM2015/1; AM2015/2; AM2016/8; AM2016/15; AM2016/17; AM2016/23

Table of Contents

[Varied by PR988414, PR994534, PR512383, PR532628, PR544519, PR545008, PR546288, PR557581, PR573679, PR583048, PR584130, PR609353, PR701436]

Part 1— Application and Operation ........................................................................................................ 4
1. Title .................................................................................................................................................. 4
2. Commencement and transitional .................................................................................................. 4
3. Definitions and interpretation ..................................................................................................... 5
4. Coverage .......................................................................................................................................... 9
5. Access to the award and the National Employment Standards ............................................... 10
6. The National Employment Standards and this award ............................................................ 10
7. Award flexibility ........................................................................................................................... 11

Part 2— Consultation and Dispute Resolution ................................................................................. 12
8. Consultation .................................................................................................................................. 12
9. Dispute resolution ....................................................................................................................... 14

Part 3— Types of Employment and Termination of Employment .................................................. 14
10. Types of employment ................................................................................................................... 14
11. Daily hire employees (plumbing and mechanical services classifications only) .............. 15
12. Weekly hire employment .............................................................................................................. 15
13. Part-time employment .................................................................................................................. 15
14. Casual employment ...................................................................................................................... 16
15. Apprenticeship ............................................................................................................................. 18
16. Adult apprentices .......................................................................................................................... 20
17. Termination of employment ....................................................................................................... 21
18. Industry specific redundancy scheme ....................................................................................... 21
Part 4— Minimum Wages and Related Matters................................................................. 23
19. Classifications ................................................................................................. 23
20. Minimum wages............................................................................................... 24
21. Allowances....................................................................................................... 28
22. District allowances .......................................................................................... 51
23. Accident pay .................................................................................................... 51
24. Supported wage system .................................................................................. 51
25. National training wage .................................................................................... 51
26. School-based apprenticeship and Peak Sports Apprenticeships .................... 52
27. Payment of wages ........................................................................................... 52
28. Superannuation ................................................................................................. 53

Part 5— Hours of Work and Related Matters.......................................................... 55
29. Ordinary hours of work over a four week work cycle ..................................... 55
30. Breaks............................................................................................................... 58
31. Service work, on call and call back ................................................................ 59
32. Penalty rates .................................................................................................... 60
33. Overtime ........................................................................................................... 62
33A. Requests for flexible working arrangements .............................................. 66

Part 6— Leave and Public Holidays........................................................................ 67
34. Annual leave ...................................................................................................... 67
35. Personal/carer’s leave and compassionate leave .......................................... 71
36. Community service leave .............................................................................. 71
37. Public holidays .................................................................................................. 71
38. Leave to deal with Family and Domestic Violence ....................................... 72
Schedule A — Transitional Provisions ................................................................. 74
Schedule B — Classification Definitions ............................................................ 80
Schedule C — Supported Wage System ............................................................. 92
Schedule D — National Training Wage .............................................................. 95
Schedule E — School-Based Apprenticeship ..................................................... 96
Schedule F — Part-day Public Holidays ............................................................ 97
Schedule G — All-purpose rates of pay ............................................................ 98
Schedule H — Peak Sports Apprenticeships ..................................................... 100
Schedule I — Agreement to Take Annual Leave in Advance ........................... 102
Schedule J — Agreement to Cash Out Annual Leave ....................................... 103
Schedule K — Agreement for Time Off Instead of Payment for Overtime ......... 104
Part 1—Application and Operation

1. Title
This award is the *Plumbing and Fire Sprinklers Award 2010*.

2. Commencement and transitional

[Varied by PR988414, PR542156]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by PR542156 ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by PR542156 ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by PR542156 ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by PR994534, PR997772, PR503646, PR512383, PR536408, PR539029, PR546006]

3.1 In this award, unless the contrary intention appears:

[Definition of Act substituted by PR994534 from 01Jan10]

Act means the Fair Work Act 2009 (Cth)

[Definition of adult apprentice substituted by PR512383 from 01Jan10]

adult apprentice is defined in clause 16.1

[Definition of agreement-based transitional instrument inserted by PR994534 from 01Jan10]

agreement-based transitional instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

[Definition of all-purpose rate of pay inserted by PR539029 ppc 19Jul13]

all-purpose rate of pay means the employee’s ordinary weekly pay inclusive of relevant all-purpose allowances and shall be calculated in accordance with Schedule G

[Definition of award-based transitional instrument inserted by PR994534 from 01Jan10]

award-based transitional instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

[Definition of Commission deleted by PR994534 from 01Jan10]

construction work means all work performed under this award in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures, including the prefabrication of work performed in plumbing workshops. For the purpose of this definition maintenance is confined to employees employed by employers in the building and construction industry.

contractor means any entity which contracts to provide plumbing and/or sprinkler pipe-fitting services

continuous shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts
default fund employee means an employee who has no chosen fund within the meaning of the Superannuation Guarantee (Administration) Act 1992 (Cth)

defined benefit member has the meaning given by the Superannuation Guarantee (Administration) Act 1992 (Cth)

Division 2B State award has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

Division 2B State employment agreement has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

exempt public sector superannuation scheme has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth)

fire alarm system means the industry and trades which are concerned with the erection, fitting, fixing, altering, inspecting, testing, maintaining, retrofitting, overhaulng or repairing of fire alarms, bells and associated equipment

fire technician means an employee who undertakes the inspection and testing functions on fire protection systems as detailed in the Australian Standard (AS 1851) following commissioning of the fire protection system after construction

hourly minimum wage means the relevant hourly wage in clause 20—Minimum wages
inspection and testing means

(a) to inspect by visual examination the components of fire protection systems or equipment to establish correct settings, physical condition or fitness for purpose under AS 1851; and

(b) to test, after inspecting, by the confirmation of correct function or performance of a component or system under AS 1851

irrigation installer means an employee employed or usually employed in executing any irrigation plumbing. Without limiting the generality of the foregoing such work will include the following:

(a) the installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas or substances used to sustain plant life;

(b) the installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, backflow prevention devices, filters, water meters, flow control systems, all types of hydraulic, electric and electronic extra low voltage control systems including relays, timers, flow switches, level controls and other ancillary controls up to 32 volts AC and DC including the associated wiring for such equipment and all other components required to form a complete system of irrigation; and

(c) the installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agricultural pipes and the like, installed for such purposes as receiving and removing water, prevent water saturation of the soil or other medium, reducing salt and chemical build-up in the soil or other medium as a result of irrigation; and

(d) associated excavation, levelling and trenching work including the operation of manual or mechanical equipment as required

leading hand means an employee who is given by the employer, or their agent, the responsibility of directing and/or supervising the work of other employees, or in the case of only one employee, the specific responsibility of directing and/or supervising the work of that employee

MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)
on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

operator of explosive powered tools means an employee qualified in accordance with the laws and regulations of the State concerned to operate explosive powered tools

plumber’s labourer means an employee primarily engaged in assisting a plumber

Registered Training Organisation means a training organisation registered by the Australian Skills Quality Authority (ASQA), or under state or territory legislation

shiftworker means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am. A shiftworker will be entitled to payment of penalty rates in accordance with clause 32.2—Shiftwork

sprinkler fitter’s assistant means an employee primarily engaged in assisting a sprinkler fitter

standard rate means the minimum wage for the Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 in clause 20.1

trainee apprenticeship means a training agreement under which the employer does not undertake to employ the apprentice for the whole of the term of the apprenticeship and is specifically identified as a trainee apprentice in accordance with the relevant State-based training laws and regulations

transitional minimum wage instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

weekly minimum wage means the relevant weekly wage in clause 20—Minimum wages

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
4. **Coverage**

[Varied by PR988414, PR994534, PR536408]

4.1 This industry and occupational award covers:

(a) employers throughout Australia in the industry of the provision of plumbing and/or fire sprinkler fitting services by contract and their employees in the classifications listed in Schedule B—Classification Definitions; and

(b) employers throughout Australia with respect to their employees engaged in the occupations of plumbing and/or fire sprinkler fitting classifications within Schedule B—Classification Definitions, and to those employees.

4.2 This award does not cover:

(a) an employer bound by a modern industry award that contains plumbing and fire sprinkler fitting classifications;

(b) an employee excluded from award coverage by the Act; or

[4.2(c) substituted by PR994534 from 01Jan10]

(c) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

[4.2(d) inserted by PR994534 from 01Jan10]

(d) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.3 inserted by PR994534 from 01Jan10]

4.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[New 4.4 inserted by PR994534 from 01Jan10]

4.4 This award covers any employer which supplies on-hire employees in classifications set out in Schedule B—Classification Definitions and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

[4.5 inserted by PR994534 from 01Jan10]

4.5 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry, parts of industry and/or occupations set out at 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described
herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.3 renumbered as 4.6 by PR994534 from 01Jan10]

4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

[4.4 renumbered as 4.7 by PR994534 from 01Jan10]

4.7 For the purpose of clause 4.1:

(a) plumbing means plumbing, gasfitting, roof plumbing, lead burning, ship plumbing, heating, airconditioning or ventilation plumbing, irrigation installation, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:

(i) sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;

(ii) lead, wrought, cast or sheet iron, copper, brass or other classes of pipework;

(iii) water (hot or cold), steam, gas, air, vacuum, heating or ventilating appliances, fittings, services or installations; or

(iv) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.

[4.7(b) substituted by PR536408 ppc 13Jun13]

(b) fire sprinkler fitting means the erection, fitting, fixing, altering, inspecting, testing, maintaining, retrofitting, overhauling or repairing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The NES and this award combine to contain the minimum conditions of employment for employees covered by this award.
7. Award flexibility

[Varied by PR542156]

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

[7.2 varied by PR542156 ppc 04Dec13]

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

7.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) varied by PR542156 ppc 04Dec13]

(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
(b) state each term of this award that the employer and the individual employee have agreed to vary;
(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
(e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
Plumbing and Fire Sprinklers Award 2010

7.6 ExCEPT AS PROVIDED IN clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

[7.8(a) varied by PR542156 ppc 04Dec13]

(a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

[Note inserted by PR542156 ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Fair Work Act 2009 (Cth)).

[New 7.9 inserted by PR542156 ppc 04Dec13]

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks’ notice of termination.

[7.9 renumbered as 7.10 by PR542156 ppc 04Dec13]

7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by PR546288 ppc 01Jan14]

8.1 Consultation regarding major workplace change

(a) Employer to notify

(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
(ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) **Employer to discuss change**

(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).

(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

8.2 **Consultation about changes to rosters or hours of work**

(a) Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

(b) The employer must:

(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
9. Dispute resolution

[Varied by PR994534, PR542156]

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by PR994534, PR542156 ppc 04Dec13]

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by PR994534, PR542156 ppc 04Dec13]

9.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by PR994534, PR542156 ppc 04Dec13]

9.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by PR991654; substituted by PR512383 from 01Jan10]

10.1 Employees under this award will be employed in one of the following categories:

(a) daily hire employees (plumbing and mechanical services classifications only);

(b) weekly hire employees; or
(c) casual employees.

10.2 At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are engaged as daily hire, weekly hire or casual employees.

11. **Daily hire employees (plumbing and mechanical services classifications only)**

[11 renamed by PR994534; varied by PR512383]

The following provisions will apply to daily hire employees:

[11(a) renumbered as 11.1 by PR994534 from 01Jan10]

11.1 One day’s notice of termination of employment will be given by either party or one day’s pay must be paid or forfeited;

[11(b) renumbered as 11.2 by PR994534 from 01Jan10]

11.2 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(c) renumbered as 11.3 by PR994534 from 01Jan10]

11.3 A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools; and

[11(d) renumbered as 11.4 by PR994534 from 01Jan10]

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

[11.5 inserted by PR512383 from 01Jan10]

11.5 This clause will not apply to employees engaged as apprentices or in the classifications of fire sprinkler fitting.

12. **Weekly hire employment**

[12 substituted by PR512383 from 01Jan10]

12.1 Weekly hire employment is subject to the notice provisions in clause 17-Termination of employment.

12.2 A full-time weekly hire employee works an average of 38 ordinary hours per week.

13. **Part-time employment**

[13—Casual employment renamed and substituted by PR512383 from 01Jan10; varied by PR539029, PR540373]

13.1 A part-time employee is an employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.
Plumbing and Fire Sprinklers Award 2010

[13.2 substituted by PR539029 ppc 19Jul13; corrected by PR540373 ppc 19Jul13]

13.2 For each ordinary hour worked, a part-time employee must be paid no less than 1/38th of the minimum weekly wage for the relevant classification and pro rata entitlements for those hours. An employer must inform the part-time employee of the ordinary hours of work and the starting and finishing times.

13.3 Before commencing a period of part-time employment the employee and the employer will agree in writing:

(a) that the employee may work part-time;
(b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
(c) upon the classification applying to the work to be performed; and
(d) upon the period of part-time employment.

13.4 The terms of an 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. Casual employment

[14—Casual conversion to full-time or part-time employment renamed and substituted by PR512383 from 01Jan10; varied by PR539029]

14.1 A casual employee is an employee engaged and paid as such and who works less than an average of 38 ordinary hours or five days per week over any two successive weeks.

[14.2 substituted by PR539029 ppc 19Jul13]

14.2 In addition to the hourly minimum wage for a weekly hire employee appropriate for the type of work, a casual employee must be paid an additional 25% of the hourly minimum wage with a minimum payment as for three hours of employment. The penalty rate prescribed in this clause will be paid instead of public holidays, paid leave, notice of termination and redundancy entitlements prescribed for other employees in this award.

14.3 Casual conversion to full-time or part-time employment

(a) A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

(b) Every employer of such an employee must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. The employee retains their right of election under this clause if the employer fails to comply with this subclause.
(c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

(d) Any casual employee who has a right to elect under clause 14.3(a), on receiving notice under clause 14.3(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.

(e) Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 14.3(d), the employer and employee must, subject to clause 14.3(d), discuss and agree on:

(i) which form of employment the employee will convert to full-time or part-time; and

(ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 13.

(g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.

(h) Following such agreement being reached, the employee converts to full-time or part-time employment.

(i) Where, in accordance with clause 14.3(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

(j) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 14.3(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any agreement reached must be kept by the employer as a time and wages record. Any agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 14.3(a).

(k) For the purposes of this clause, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
15. Apprenticeship

[Varied by PR994534, PR512383, PR539029, PR544633, PR545008]

15.1 Subject to the provisions of this award, an employer may employ apprentices in the trade or occupation of plumbing and fire sprinkler fitting in all States and Territories. For the purpose of this clause, training agreement includes the contract of apprenticeship, training agreement or indenture.

15.2 In respect of sprinkler fitting apprenticeships, where an apprentice cannot reasonably be expected to travel to and from their residence each day, during the period of block release training, return travel between their usual place of residence and the city where the course is conducted will be arranged by the employer at no cost to the apprentice. The employer will also arrange suitable accommodation to be available at no cost to the apprentice.

15.3 Contract of apprenticeship/training agreement/indenture

Apprentices will be contracted to the employer to learn the trade of plumber or fire sprinkler fitter on a full-time basis for a term of four years comprising of off-the-job and on-the-job training to complete the plumbing or fire sprinkler fitting apprenticeship, subject to a training agreement.

15.4 Cancellation, suspension or transfer of apprenticeship

(a) 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.

[b] A trainee apprenticeship may be terminated by either party giving:

• two weeks’ notice of termination or;

• notice of termination in accordance with the National Employment Standards;

whichever is the greater.

[New 15.4(b) inserted by PR539029 ppc 19Jul13]

(c) 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 or more terms will be regarded as one 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.

[15.4(b) renumbered as 15.4(c) by PR539029 ppc 19Jul13]
15.5 Period of apprenticeship

[15.5 substituted by PR539029 ppc 19Jul13]

All apprentices under this award will be apprenticed for a nominal period of four years of training.

15.6 Hours

The ordinary hours of employment of apprentices will not exceed 38 hours.

15.7 Overtime and shiftwork

[15.7 varied by PR512383 from 01Jan10]

No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at a Registered Training Organisation as required by any statute, award or regulation applicable to them.

15.8 Payment by results

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

15.9 Lost time

(a) 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 day at the end of the calendar period of any such year of their apprenticeship if required to do so by the employer. The calendar period of the next succeeding year of their apprenticeship will not begin until the said additional day(s) have been served.

(b) 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.

15.10 Attendance at a Registered Training Organisation

[15.10 varied by PR994534; renamed and substituted by PR512383 from 01Jan10; substituted by PR544633, PR545008 ppc 01Jan14]

(a) 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.

(b) 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.
15.11 Training fees and textbooks

[15.11 inserted by PR545008 ppc 01Jan14]

(a) 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 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the registered training organisation commencing training, whichever is the later, unless there is unsatisfactory progress;

(b) Direct payment of the fees and textbooks, within 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 15.11(a) above.

16. Adult apprentices

[Varied by PR512383]

16.1 Definition

[16.1 substituted by PR512383 from 01Jan10]

For the purpose of this award, an adult apprentice means a person of 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 award.

16.2 Application of general conditions of apprenticeship

[16.2 substituted by PR512383 from 01Jan10]

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

16.3 Training credits

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.

16.4 Employment as an adult apprentice

(a) Where possible, employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.

(b) Adult apprentices will not be employed at the expense of other apprentices.
17. **Termination of employment**

17.1 Notice of termination is provided for in the NES. The notice provisions of the NES do not apply to a daily hire employee working in the building and construction industry. Notice provisions in respect of daily hire employees are contained in clause 11—Daily hire employees (plumbing and mechanical services classifications only).

17.2 **Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an 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 award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

17.3 **Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

18. **Industry specific redundancy scheme**

[Varied by PR994534, PR539029, PR568678]

[18.1 varied by PR994534 from 01Jan10]

18.1 The following redundancy clause for the plumbing and fire sprinklers contracting industry is an industry specific redundancy scheme as defined in s.12 of the Act. In accordance with s.123(4)(b) of the Act the provisions of Subdivision B—Redundancy pay of Division 11 of the NES do not apply to employers and employees covered by this award.

18.2 **Definition**

For the purposes of this clause, **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.

18.3 **Redundancy pay**

(a) 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>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>
</tbody>
</table>
### Period of continuous service with an employer | Redundancy/severance pay
---|---
2 years or more but less than 3 years | 4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay
3 years or more than but less than 4 years | 7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay
4 years or more | 8 weeks pay

(b) Provided that an employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

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

(d) 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.

(e) Any period of service as a casual will not entitle an employee to accrue service in accordance with this clause for that period.

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

18.4 **Redundancy pay schemes**

(a) Where an 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.

(b) 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.

(c) 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.

(d) The redundancy pay scheme must be an Approved Worker Entitlement Fund under the Fringe Benefits Tax Regulations 1992.

18.5 Employee leaving during notice period

[18.5 varied by PR994534 from 01Jan10]

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.

18.6 Transfer of business

[18.6 substituted by PR994534, PR568678 ppc 12Jan16]

(a) Where a business is, before or after the date of this award, transferred from an employer (in this subclause called the old employer) to another employer (in this subclause called the new employer) and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employer:

(i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer, and

(ii) the period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer

for the purpose of redundancy pay entitlements under this clause.

(b) In this subclause, business includes trade, process, business or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. Transferred has a corresponding meaning.

Part 4—Minimum Wages and Related Matters

19. Classifications

[Varied by PR988414]

The definitions of the classification levels in clause 20—Minimum wages are contained in Schedule B—Classification Definitions.
20. Minimum wages

[V varied by PR536408, PR536701, PR539029, PR544633, PR545331, PR551624, PR5556707, PR55592133, PR5587901, PR566707, PR579801, PR592133]

20.1 General

[20.1 substituted by PR997916 ppc 01Jul10; varied by PR509067, PR522898, PR536408, PR536701, PR551624, PR5566707, PR579801, PR592133, PR606360 ppc 01Jul18]

An adult employee within a level specified in the following table must be paid not less than the rate per week assigned to the classification, as defined in Schedule B—Classification Definitions, for the area in which such employee is working.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Weekly minimum wage $</th>
<th>Hourly minimum wage $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)</td>
<td>756.00</td>
<td>19.89</td>
</tr>
<tr>
<td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three months in the industry)</td>
<td>771.60</td>
<td>20.31</td>
</tr>
<tr>
<td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)</td>
<td>782.40</td>
<td>20.59</td>
</tr>
<tr>
<td>Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))</td>
<td>794.70</td>
<td>20.91</td>
</tr>
<tr>
<td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 2</td>
<td>837.40</td>
<td>22.04</td>
</tr>
<tr>
<td>Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1</td>
<td>837.40</td>
<td>22.04</td>
</tr>
<tr>
<td>Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2</td>
<td>863.60</td>
<td>22.73</td>
</tr>
<tr>
<td>Plumbing and mechanical services tradesperson–special class/Sprinkler fitter tradesperson special class Level 1</td>
<td>889.90</td>
<td>23.42</td>
</tr>
<tr>
<td>Plumbing and mechanical services tradesperson–special class/Sprinkler fitter tradesperson special class Level 2</td>
<td>913.70</td>
<td>24.04</td>
</tr>
<tr>
<td>Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 1</td>
<td>940.00</td>
<td>24.74</td>
</tr>
<tr>
<td>Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 2</td>
<td>960.00</td>
<td>25.26</td>
</tr>
</tbody>
</table>
20.2 Apprentice wages

[20.2 varied by PR512383; corrected by PR512677; varied by PR539029; substituted by PR544633 ppc 01Jan14; corrected by PR545331 ppc 01Jan14]

(a) Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this award (including clause 21.8—Fares and travelling time, except clause 21.1(e)—Special fixed allowance, at the full rate unless otherwise prescribed by this clause or clause 21—Allowances.

(b) For apprentices (not including adult apprentices) engaged prior to 1 January 2014, the minimum weekly wage to be paid to apprentices will be the following percentages of the aggregate of:

(i) The weekly minimum wage for the plumbing and mechanical services tradespersons/Sprinkler fitter tradesperson Level 1 classification (clause 20.1); and

(ii) for plumbing apprentices: the plumbing trade allowances (clause 21.1(c)) and the tool allowance (clause 21.2(a)), except that in NSW, until 31 December 2014, plumbing apprentice will be paid 100% of the tool allowance rather than the relevant percentages as set out below; or

(iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 21.1(g)), the sprinkler fitters adjustment (clause 21.1(h)) and the applicable tool allowance (clause 21.2(a)):

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Plumbing apprentices</th>
<th>Sprinkler pipe-fitting apprentices</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>% per week</td>
<td>% per week</td>
</tr>
<tr>
<td>For the first year</td>
<td>37.5</td>
<td>50</td>
</tr>
<tr>
<td>For the second year</td>
<td>55</td>
<td>55</td>
</tr>
<tr>
<td>For the third year</td>
<td>70</td>
<td>75</td>
</tr>
<tr>
<td>For the fourth year</td>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

(iv) a trainee apprentice will be paid the percentages of the weekly minimum wage for the plumbing and mechanical services tradesperson classification in clause 20.1 as set out in the following table:

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>% per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the first year</td>
<td>41.5</td>
</tr>
<tr>
<td>For the second year</td>
<td>61</td>
</tr>
<tr>
<td>For the third year</td>
<td>77</td>
</tr>
<tr>
<td>For the fourth year</td>
<td>95.5</td>
</tr>
</tbody>
</table>

(v) in addition to the weekly minimum wage arising out of clause 20.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 21.1(c)(i)), the full amount of the tool allowance (clause 21.2(a)), the industry allowance in clause 21.1(a), and if applicable, the fares allowance in clause 21.8(b) and/or the standard travelling time allowance in clause 21.8(c).
(c) For apprentices (not including adult apprentices) engaged on or after 1 January 2014, effective from the first full pay period commencing 1 January 2016, the minimum weekly wage to be paid to apprentices will be the following percentages of the aggregate of:

(i) The weekly minimum wage for the plumbing and mechanical services tradespersons/Sprinkler fitter tradesperson Level 1 classification (clause 20.1); and

(ii) for plumbing apprentices: the plumbing trade allowances (clause 21.1(c)) and the tool allowance (clause 21.2(a)); or

(iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 21.1(g)), the sprinkler fitters adjustment (clause 21.1(h)) and the applicable tool allowance (clause 21.2(a));

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Plumbing apprentices % per week</th>
<th>Sprinkler pipe-fitting apprentices % per week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Apprentices who have not completed year 12</td>
<td>Apprentices who have completed year 12</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>55</td>
</tr>
<tr>
<td></td>
<td>60</td>
<td>65</td>
</tr>
<tr>
<td></td>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

(iv) A trainee apprentice will be paid the percentages of the weekly minimum wage for the plumbing and mechanical services tradesperson classification in clause 20.1 as set out in the following table:

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Apprentices who have not completed year 12</th>
<th>Apprentices who have completed year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>% per week</td>
<td>% per week</td>
</tr>
<tr>
<td></td>
<td>54</td>
<td>59</td>
</tr>
<tr>
<td></td>
<td>65</td>
<td>69</td>
</tr>
<tr>
<td></td>
<td>77</td>
<td>77</td>
</tr>
<tr>
<td></td>
<td>95.5</td>
<td>95.5</td>
</tr>
</tbody>
</table>
Plumbing and Fire Sprinklers Award 2010

(v) in addition to the weekly minimum wage arising out of clause 20.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 21.1(c)(i)), the full amount of the tool allowance (clause 21.2(a)), the industry allowance in clause 21.1(a), and if applicable, the fares allowance in clause 21.8(b) and/or the standard travelling time allowance in clause 21.8(c).

20.3 Wages—adult apprentices

(a) Sprinkler Fitter

(i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay by virtue of entering into a training agreement.

(ii) For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in clause 15.1.

[20.3(a)(iii) substituted by PR512383 from 01Jan10]

(iii) Subject to clauses 20.3(a)(i) and 20.3(a)(ii), the rate of pay of an adult apprentice will be not less than:

- the federal minimum wage plus the full rate of industry disability allowance as prescribed; or

- the amount prescribed for apprentices generally in clause 20.2;

whichever is the greater.

(b) Plumbing and Mechanical

(i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay by virtue of entering into a training agreement.

(ii) For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in clause 15.1.

[20.3(b)(iii) substituted by PR512383 ppc 01Jan10]

(iii) Subject to clauses 20.3(b)(i) and 20.3(b)(ii) the rate of pay of an adult apprentice will be not less than:

- the federal minimum wage plus the full rate of clause 21.1(b)—Industry allowance; or
• the amount prescribed for apprentices generally in clause 20.2;
  whichever is the greater.

[20.4 renamed by PR994534 from 01Jan10; deleted by PR539029 ppc 19Jul13]

20.4 Higher duties

[20.5 renumbered as 20.4 by PR539029 ppc 19Jul13]

An employee appointed for more than half of one day or shift on duties carrying a higher rate than their ordinary classification must be paid the higher rate for such day or shift. If for less than half of one day or shift they must be paid the higher rate for the time so worked.

21. Allowances

To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.

[Varied by PR991654, PR994534, PR998139, PR509189, PR512383, PR512677, PR514248, PR523019, PR536822, PR539029, PR545297, PR551745, PR566846, PR574929, PR579541, PR592295, PR606517]

21.1 All-purpose allowances

[21.1 substituted by PR512383 from 01Jan10]

[21.1(a) substituted by PR539029 ppc 19Jul13]

(a) All-purpose allowances are:

(i) payable for all purposes of the award;

(ii) are part of the employee’s regular weekly wage; and

(iii) must be included as appropriate when calculating all payments including, but not limited to:

• payments for overtime;

• annual leave and annual leave loading;

• personal leave;

• compassionate leave;

• community service leave;

• penalty rates; and

• payments on termination.

(b) Industry allowance

All employees in the plumbing and mechanical services classifications must be paid an industry allowance of 3.7% of the weekly standard rate per week to compensate for the following disabilities associated with construction work:
Plumbing and Fire Sprinklers Award 2010

(i) climatic conditions when working in the open air on all types of work;

(ii) the physical disadvantage of having to climb stairs or ladders;

(iii) the disability of dust blowing in the wind, brick dust and drippings from newly-poured concrete;

(iv) sloppy and muddy conditions associated with the initial stage of the erection of a building;

(v) the disability of working on all types of scaffolds or ladders (other than a swing scaffold, suspended scaffold or a bosun’s chair); and

(vi) the lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).

(c) Plumbing trade allowance

(i) The plumbing trade allowance is a rounded-up allowance based on compensation for a number of the individual allowances covering particular types of work listed below.

(ii) An employee in a classification at or exceeding plumbing and mechanical services tradesperson Level 1 and plumbing and mechanical services worker Level 2 must be paid the plumbing trade allowance of 3.0% of the weekly standard rate per week.

(iii) The plumbing trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described below.

(iv) For the purposes of this clause, the plumbing trade allowance has been structured to substitute for the following types of work:

- handling insulation material;
- use of explosive powered tools;
- using toxic substances;
- working in close proximity to employees engaged in using toxic substances;
- working where fumes are present;
- asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials;
- work in any confined space;
- swing scaffold work;
- wet work;
- dirty or offensive work;
- ladder work;
• chokage work.

(v) The definitions of allowances are set out under clause 21.7 (allowance definitions).

(d) Registration allowance

An employee in a plumbing and mechanical tradesperson classification that is registered in accordance with the relevant State legislation must be paid a registration allowance of 4% of the weekly standard rate per week to compensate for the responsibilities imposed by holding and maintaining registration.

(e) Special fixed allowance

All employees, other than apprentices, in the plumbing and mechanical services classifications must be paid a special allowance of $7.70 per week to compensate for excess travelling time incurred by employees in the building industry and the removal of loadings from various building industry awards. This allowance will not be adjusted.

(f) Fire sprinkler fitting trade allowance

[21.1(f) substituted by PR545297 ppc 19Jul13]

(i) The sprinkler fitting trade allowance is a rounded-up allowance based on compensation for a number of the individual allowances covering particular types of work listed in clause 21.1(c).

(ii) An employee in a classification at or exceeding Sprinkler fitting tradesperson Level 1 must be paid the sprinkler fitter trade allowance of 0.75% of the weekly standard rate per week.

(iii) The sprinkler fitting trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described in clause 21.1(c).

(iv) Classifications below Sprinkler fitting tradesperson Level 1 must be paid the plumbing trade allowance on an incidence basis, calculated hourly, under clause 21.1(c).

(v) For the purposes of this paragraph, the sprinkler fitting trade allowance has been structured to substitute for the following types of work:

• Handling insulation material—4% of the hourly standard rate (Note: standard rate is defined in the definitions clause of this award as the tradesperson Level 1 rate of pay);

• Use of explosive powered tools—7.6% of the standard hourly rate;

• Using toxic substances—4% of the standard hourly rate;

• Working in close proximity to employees engaged in using toxic substances—3.2% of the standard hourly rate;

• Working where fumes are present—rate as agreed;
Asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials—10.8% of the standard hourly rate.

(g) Industry disability allowance and space, height and dirt money allowance—Fire sprinkler fitter employees

Adult fire sprinkler fitter employees will receive the following additional weekly allowances for all purposes:

<table>
<thead>
<tr>
<th>Allowances</th>
<th>% of weekly standard rate per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industry disability allowance</td>
<td>3.8</td>
</tr>
<tr>
<td>Space, height and dirt money allowance</td>
<td>3.5</td>
</tr>
</tbody>
</table>

(h) Sprinkler fitters adjustment

All employees will receive an additional weekly amount for all purposes:

<table>
<thead>
<tr>
<th>Allowances</th>
<th>% of weekly standard rate per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above</td>
<td>3.3</td>
</tr>
<tr>
<td>Sprinkler fitting worker Level 1</td>
<td>2.8</td>
</tr>
</tbody>
</table>

(i) Registration allowances

(i) A sprinkler fitter who is employed in New South Wales or the Australian Capital Territory and who is registered under the relevant State or Territory legislation must be paid an allowance of $23.11 per week to compensate for the responsibility imposed by holding and maintaining such certificate of registration.

(ii) The allowance must be paid for all purposes, except travelling time.

(iii) This allowance will cease to apply on 31 December 2014.

(j) Lost time loading—Daily hire employees

[21.1(j) inserted by PR539029 ppc 19Jul13]

The daily hire lost time loading allowance (also called the follow-the-job allowance) is derived as compensation for a notional loss of wages for a period of eight working days of unemployment in a yearly cycle. This allowance applies only to those employees engaged under the daily hire type of employment in the plumbing and mechanical services classification. The rate of the allowance is 3.17% as follows:

(i) for an employee in a tradesperson classification who is registered under the relevant Commonwealth, State or Territory legislation, the rate of allowance is the percentage of the sum of:

• the weekly minimum wage (clause 20—Minimum wages);
• the industry allowance (clause 21.1(b));
• the plumbing trade allowance (clause 21.1(c));
• the registration allowance (clause 21.1(d)); and
• the tool allowance (clause 21.2(a)).

(ii) for an employee in a tradesperson classification who is not registered under the relevant Commonwealth, State or Territory legislation, the rate of the allowance is the percentage of the sum of:
• the weekly minimum wage (clause 20—Minimum wages);
• the industry allowance (clause 21.1(b));
• the plumbing trade allowance (clause 21.1(c)); and
• the tool allowance (clause 21.2(a)).

Note: classifications below tradesperson are not included in clause 21.1(j)(ii).

(iii) for an employee classified as a worker Level 2, or a tradesperson Level 1, and performs work as an irrigation installer and who does not otherwise fall within clauses 21.1(j)(i) or 21.1(j)(ii), the rate of the allowance is the percentage of the sum of:
• the weekly minimum wage (clause 20—Minimum wages);
• the industry allowance (clause 21.1(b)); and
• the plumbing trade allowance (clause 21.1(c)).

(iv) for an employee classified as a worker Level 1 the rate of allowance is the percentage of the sum of:
• the weekly minimum wage (clause 20—Minimum wages); and
• the industry allowance (clause 21.1(b)).

(k) **Leading hand allowance**

[21.1(k) inserted by PR539029 ppc 19Jul13]

(i) An employee specifically appointed to be a leading hand must be paid the undermentioned additional amounts above the weekly minimum wage of the highest classification supervised, or their own weekly minimum wage, whichever is the highest, in accordance with the number of employees in their charge.

<table>
<thead>
<tr>
<th>In Charge of</th>
<th>% of weekly standard rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>not more than one employee</td>
<td>2.4</td>
</tr>
<tr>
<td>two and not more than 5 employees</td>
<td>5.3</td>
</tr>
<tr>
<td>six and not more than 10 employees</td>
<td>6.8</td>
</tr>
<tr>
<td>over 10 employees</td>
<td>9.0</td>
</tr>
</tbody>
</table>
(ii) The hourly rate prescribed in this clause is calculated to the nearest cent, by multiplying the relevant weekly minimum wage rate for a weekly hire employee by 52 over 50.4 and dividing by 38 and will apply for all purposes of this award.

21.2 Expenses incurred in the course of employment

(a) Tool allowance

Where an employer requires an employee to provide tools, other than basic consumables, the employer will reimburse the employee the cost of providing the tools or pay the employee a weekly allowance of $22.50 to compensate for the purchase and maintenance in efficient working order of tools required for the performance of work.

(b) Meals

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by their employer an amount of $13.16 to meet the cost of a meal, plus an additional $13.16 for each subsequent four hours worked. The employer may provide a meal or meals instead of paying any such allowance.

21.3 Work uniforms, protective clothing and equipment

(a) Where employers require employees to wear uniforms the employers must provide the uniform. Any replacement uniform will be provided as necessary by the employer.

(b) Employee to return uniform upon termination of employment.

(c) Where an employee is required to wear protective clothing and/or use protective equipment as stipulated by the relevant law operating in a State or Territory covered by this award, the employer must supply the clothing and/or equipment or reimburse the employee for the cost of such protective clothing and/or equipment.

21.4 Compensation for tools and clothes

(a) An employee whose clothes, spectacles, hearing aid, or tools have been accidentally spoilt by acid, sulphur or other substances must be paid such amount to cover the loss suffered by the employee in relation to any such items not supplied by the employer as may be agreed upon between the employee and the employer.

(b) An employee will be reimbursed by their employer to a maximum of $1,308.10:

- for loss of tools or clothing by fire or breaking and entering whilst securely stored at the employer’s direction in a room or building on the employer’s premises, job or workshop;

- if the tools are lost or stolen while being transported by the employee at the employer’s direction;
• if the tools are accidentally lost over water; or

• if tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness.

An employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

(c) Where an employee is absent from work because of illness or accident and has advised the employer, the employer will ensure that the employee’s tools are securely stored during their absence. In the event that these tools are lost or stolen, clause 21.4(b) applies.

(d) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay for the toughening process or the cost of the new lenses.

(e) For the purposes of this clause:

(i) only tools used by the employee in the course of their employment will be covered by this clause;

(ii) the employee will, if requested to do so, furnish the employer with a list of tools so used;

(iii) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and

(iv) the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

21.5 Allowances for responsibilities or skills that are not taken into account in rates of pay

[21.5(a) deleted by PR539029 ppc 19Jul13]

(a) Employees accepting responsibility to statutory authorities

[21.5(b) renumbered as 21.5(a) by PR539029 ppc 19Jul13]

(i) An employee who is required by their employer to act on their plumber’s licence or equivalent, must be paid an additional 5.2% of the hourly standard rate per hour for every hour of their employment whether or not the employee has in any hour acted on such licence or certificate. Acting on their plumber’s licence will mean signing of notices and assuming responsibility to relevant authorities.

[21.5(b)(ii) substituted by PR512383 from 01Jan10]

(ii) In Tasmania, an employee who for the purpose of registration acts as an employer’s nominee must be paid an additional 17% of the weekly standard rate per week, but will not receive the leading hand allowance as prescribed in clause 21.1(k)(i).

[21.5(b)(iii) inserted by PR512383 from 01Jan10]

(b) **Employee acting on welding certificate**

[21.5(c) renumbered as 21.5(b) by PR539029 ppc 19Jul13]

An employee who is requested by the employer to hold the relevant qualifications required by the various State government bodies, or other relevant authorities, for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by their employer to act on such qualifications, must be paid an additional amount per hour of 3.0% of the hourly **standard rate** per hour for oxy-acetylene welding and 3.0% of the hourly **standard rate** for electric welding for every hour of their employment whether or not the employee has in any hour performed work relevant to those qualifications held.

(c) **Lead burning**

[21.5(d) renumbered as 21.5(c) by PR539029 ppc 19Jul13]

A plumbing and mechanical services employee engaged in lead burning or lead work in connection with this clause must be paid an additional 10% of the hourly **standard rate** per hour.

(d) **Ship work**

[21.5(e) renumbered as 21.5(d) by PR539029 ppc 19Jul13]

An employee engaged on work in connection with ships must be paid an additional 7.0% of the hourly **standard rate** per hour.

(e) **First aid**

[21.5(f) renumbered as 21.5(e) by PR539029 ppc 19Jul13]

An employee who is qualified in first aid and is appointed by their employer to carry out first aid duties in addition to their usual duties must be paid an additional 13.7% of the hourly **standard rate** per day.

(f) **Service work while engaged in fire sprinkler fitting**

[21.5(g) renumbered as 21.5(f) by PR539029 ppc 19Jul13; varied by PR574929 ppc 11Dec15]

An employee will be paid 0.86% of the **standard weekly rate** per day extra while engaged in service work to compensate for the particular disabilities involved in such work.

(g) **Computing quantities**

[21.5(h) renumbered as 21.5(g) by PR539029 ppc 19Jul13]

Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees must be paid an additional 0.6% of the weekly **standard rate** per day or part thereof. This allowance will not apply to an employee classified as a leading hand and receiving the allowance prescribed in clause 21.1(k).
(h) Laser safety officer allowance

[21.5(i) renumbered as 21.5(h) by PR539029 ppc 19Jul13]

This clause will apply when laser safety equipment is utilised for work within the scope of this award.

(i) Laser means any device, except a class 1 device, which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to one millimetre primarily by the process of controlled stimulation emission.

(ii) Laser safety officer means an employee who, in addition to the employee’s ordinary work, is qualified to perform duties associated with laser safety and is appointed as such.

(iii) Where an employee has been appointed by the employer to carry out the duties of a Laser safety officer, the employee must be paid an additional 13.3% of the hourly standard rate per day or part thereof whilst carrying out such duties.

(iv) The allowance will be paid as a flat amount without attracting any premium or penalty.

21.6 Other disability related allowances paid on a per incidence basis calculated hourly

[21.6(a) substituted by PR512383 from 01Jan10]

(a) Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations do not attract any premium or penalty additions. Where more than one of the rates provides payments for disabilities of substantially the same nature then only the highest allowance will be payable. Allowance definitions, including the conditions for payment of allowances and additional payments required are contained in clause 21.7.

Payable to all employees including those entitled to the allowance specified in clause 21.1(a):

(i) Acid plants and chemicals works;
(ii) Aluminum foil;
(iii) Bitumen work;
(iv) Cold work;
(v) Cutting tiles;
(vi) Hospitals and morgues;
(vii) Hot work;
(viii) Service shafts;
(ix) Towers.
(b) Payable only to Worker level 1 employees not entitled to the allowance specified in clause 21.1(a):

(i) Asbestos work;

(ii) Explosive powered tools;

(iii) Fumes;

(iv) Insulation work;

(v) Toxic substances.

(c) Multistorey work

(i) Eligibility

- A multistorey allowance must be paid to all employees on-site engaged in construction or renovation of a multistorey building as defined in this clause, to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.

- For the purposes of this clause renovation work is work performed on existing multistorey buildings, and such work involves structural alterations which extend to more than two storey levels in a building and at least part of the work to be performed is above the fourth floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

(ii) Definitions

- A **multistorey building** is a building which will, when complete, consist of five or more storey levels.

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

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

- Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed 15 metres in height may be covered by this subclause, or by clause 21.7(n) by agreement.

- A **plant room** situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof area or an area of 100 square metres whichever is the lesser.

- **Floor level** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level.
(iii) Rates

- An allowance in accordance with the following table must be paid. The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.

<table>
<thead>
<tr>
<th>Storey</th>
<th>% of hourly standard rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>From commencement of building to 15th floor level</td>
<td>2.6</td>
</tr>
<tr>
<td>From 16th floor level to 30th floor level</td>
<td>3.1</td>
</tr>
<tr>
<td>From 31st floor level to 45th floor level</td>
<td>4.8</td>
</tr>
<tr>
<td>From 46th floor level to 60th floor level</td>
<td>6.2</td>
</tr>
<tr>
<td>From 61st floor level onwards</td>
<td>7.7</td>
</tr>
</tbody>
</table>

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

(iv) Service cores

- Plumbing and mechanical services employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 21.7(n)—Towers, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. (i.e. For this purpose the highest point of the main structure must be regarded as though it were the ground in calculating the appropriate towers allowance.)

- Plumbing and mechanical services employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed in this clause.

- Any section of a service core exceeding 15 metres above the highest point of the main structure must be disregarded for the purpose of calculating the multistorey allowance applicable to the main structure.

21.7 Allowance definitions: conditions for payment of allowances and additional payments required

[21.7 substituted by PR512383 from 01Jan10]

(a) Acid plants and chemicals works

[21.7(a) substituted by PR539029 ppc 19Jul13]

An employee engaged in work carried out on a production plant in chemical works or acid plants or acid furnaces, stills or towers which have been commissioned must be paid an additional 11.7% of the hourly standard rate per
hour. Provided that this special rate will not apply to an employee who receives the lead burning allowance prescribed in clause 21.5(c).

(b) **Aluminum foil insulation**

Where required to work on the fixing of aluminum foil insulation roofs or walls prior to the sheeting thereof, an employee must be paid an additional 2.6% of the hourly standard rate per hour or part thereof. Anti-glare type foil is exempted from this payment.

(c) **Asbestos eradication**

Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of or contains asbestos, must be paid an additional 10.8% of the hourly standard rate per hour worked instead of the special rates prescribed in clause 21.7, with the exception of clauses 21.7(f) and 21.7(k).

(d) **Asbestos materials**

Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to employees using such materials must be paid an additional 4.0% of the hourly standard rate per hour whilst wearing such equipment.

(e) **Bitumen work**

An employee handling hot bitumen or asphalt or dipping materials in creosote must be paid an additional 4.0% of the hourly standard rate per hour.

(f) **Cold work**

(i) An employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius must be paid an additional 3.2% of the hourly standard rate per hour.

(ii) Where such work continues for more than two hours, the employee will be entitled to a 20 minute rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

(g) **Cutting tiles**

An employee engaged on cutting tiles by electric saw must be paid an additional 4.0% of the hourly standard rate per hour whilst so engaged.

(h) **Explosive powered tools**

An operator of explosive powered tools, as defined in this award, who is required to use an explosive powered tool, must be paid an additional 7.6% of the hourly standard rate per hour for every day on which they use such a tool.

(i) **Fumes**

An employee required to work in a place where fumes of sulphur, other acid or offensive fumes are present must be paid such rates as are agreed. Any special
rate so fixed will apply from the date the employer is advised of the claim and thereafter must be paid as and when the fume condition occurs.

(j) Hospitals and morgues

(i) An employee when engaged in repairs, demolition and/or maintenance in any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases must be paid an additional 0.3% of the hourly standard rate per hour, but in any event not less than 2.2% of the hourly standard rate per day or part thereof.

(ii) An employee working inside a morgue in which one or more dead bodies are not in refrigeration must be paid an additional 0.3% of the hourly standard rate per hour but in any event not less than 2.2% of the hourly standard rate per day or part thereof.

(k) Hot work

(i) An employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius must be paid an additional 3.2% of the hourly standard rate per hour or part thereof; with an additional 4% of the hourly standard rate per hour or part thereof, where the temperature exceeds 54° Celsius.

(ii) Where such work continues for more than two hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

(l) Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite or other recognised insulating materials of a like nature, associated with similar disabilities in its use, must be paid an additional 4.0% of the hourly standard rate per hour or part thereof. This extra rate will also apply to an employee working in the immediate vicinity who is affected by the use of such materials.

(m) Service shafts

(i) In addition to the foregoing and any other allowances payable under this award, a service shaft allowance must be paid to employees when required to work in service shafts on installation work on the following basis:

<table>
<thead>
<tr>
<th>Time</th>
<th>% of hourly standard rate per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>For any day including a Saturday or Sunday where the time spent in the service shaft is not more than four hours</td>
<td>9.9</td>
</tr>
<tr>
<td>For any day including a Saturday or Sunday where the time spent in the service shaft exceeds four hours but not more than eight hours</td>
<td>19.6</td>
</tr>
</tbody>
</table>
(ii) In addition to the amounts prescribed above in this table, where the aggregate of time spent in a service shaft on any day including a Saturday or Sunday exceeds eight hours, such employees must be paid 3.1% of the hourly standard rate for each whole hour so worked.

(n) **Towers**

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height, must be paid for all work above 15 metres an additional 3.2% of the hourly standard rate per hour, with an additional 3.2% of the hourly standard rate per hour for work above each further 15 metres.

(o) **Toxic substances**

(i) Employees using toxic substances or materials of a like nature must be paid an additional 4.5% of the hourly standard rate per hour. Employees working in close proximity to employees so engaged must be paid an additional 3.2% of the hourly standard rate per hour.

(ii) For the purpose of this subclause toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener, reactive additives and a two pack catalyst system.

(iii) Where an employee is using materials of the types mentioned in this subclause and such work continues into their meal break they will be entitled to take washing time of 10 minutes immediately prior to their meal breaks. Where this work continues to the ceasing time of the day or is finished at any time prior to the ceasing time of the day, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.

### 21.8 Fares and travelling time

[21.8 varied by PR994534, PR998139, PR514248, PR523019, PR536822; substituted by PR539029 ppc 19Jul13]

(a) The fares and travelling time allowances are daily allowances that will be paid in accordance with the following table:

<table>
<thead>
<tr>
<th>Travel time</th>
<th>Fares</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee is required to start or finish on the job using own vehicle</td>
<td>Paid</td>
</tr>
<tr>
<td>Employee is required to start or finish on the job using public transport</td>
<td>Paid</td>
</tr>
<tr>
<td>Employee is required to start or finish on the job provided with or offered transport</td>
<td>Paid</td>
</tr>
<tr>
<td>Employee is required to start and finish at the workshop</td>
<td>Not paid</td>
</tr>
<tr>
<td>Employee is provided with or offered accommodation at job site</td>
<td>Not paid</td>
</tr>
<tr>
<td></td>
<td>Travel time</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>RDOs (where the employee normally receives standard fares and travelling allowances)</td>
<td>Paid</td>
</tr>
<tr>
<td>Annual leave</td>
<td>Not paid</td>
</tr>
<tr>
<td>Public holidays</td>
<td>Not paid</td>
</tr>
<tr>
<td>Personal leave</td>
<td>Not paid</td>
</tr>
</tbody>
</table>

(b) **Fares allowances**

[21.8(b) varied by PR551745, PR566846, PR606517 ppc 01Jul18]

Subject to clause 21.8(a), employees will be paid a fares allowance of $11.17 per day.

(c) **Standard travelling time allowance**

(i) The standard travelling time component is an amount based on travel within a defined radius set out in clause 21.8(c)(ii).

- for plumbing and mechanical services and irrigation installer employees, the standard travelling time component is an amount the equivalent of 25% of the hourly minimum wage of the employee’s classification per day; and
- for fire sprinkler fitter employees the standard travelling time component is an amount the equivalent of 75% of the hourly minimum wage of the employee’s classification per day.

(ii) The defined radius is 50 kms from the centre of employment as determined under clause 21.8(c)(iv).

(iii) An employer having determined its centre of employment under clause 21.8(c)(iv) will not change that centre without at least 28 days prior notice to each of its employees.

(iv) An employer may determine its centre of employment by reference to one of the following options:
- the employer’s normal base establishment or workshop;
- the GPO, or Principal Post Office of the capital city or major regional centre for all employees whose base establishment or workshop is within the defined radius from the said Post office;
- the local Post Office closest to the employer’s establishment or workshop beyond the defined radius of the Post Office listed above; or
- in the case of employees sent to a distant job (as defined) the place at which such employees are domiciled with the approval of their employer, for that distant job.
(d) **Travelling time allowance beyond the defined radius**

(i) Where an employee is required to work at a job site beyond the defined radius, an additional travelling time component is to be paid per day of either:

- an amount equivalent to 25% of the respective hourly minimum wage; 
  or

- an amount equivalent to the actual time incurred in travelling the distance from the defined radius to the job site and the return from the job site to the defined radius;

whichever is the greater.

(ii) For the purposes of clause 21.8(d)(i), the actual time incurred in travelling is to be calculated by reference to a speed not exceeding the legal speed limit.

(e) **Transfer between job sites during working hours**

(i) Employees transferred from one job site to another during ordinary working hours must be paid their ordinary rate of pay for the time occupied in travelling, and unless transported by the employer, will be reimbursed the reasonable cost of fares by the most convenient public transport between such job sites.

(ii) Where the employer requests an employee to use their own vehicle to effect such a transfer, and the employee agrees to do so the employee will be paid an allowance at the rate of $0.78 per kilometre.

(f) **Mileage allowance for travel beyond defined radius**

[21.8(f) varied by PR551745 ppc 01Jul14]

An employee entitled to the additional travelling time allowance beyond the defined radius under clause 21.8(e) and who uses their own vehicle for such travel is to be paid an amount equivalent to $0.43 per kilometre as reimbursement for the additional fuel costs incurred covering the combined distance from the defined radius to the job site and return to the defined radius.

(g) **Distant work**

(i) When an employee is required to travel from their normal place of employment or their normal place of residence to a distant job (as defined) the employee will be reimbursed for all travelling expenses incurred. The mode of travel will be as directed by the employer provided the comfort of the employee will be of a standard not less than that of economy class travel. All time spent in travelling from the normal place of employment or the employee’s normal place of residence to the distant job will be paid at the ordinary time rate of pay up to a maximum of eight hours in any one day. For sprinkler fitter trades, payment will be made at the rate of time and a half where the employer requires the employee to travel on Sundays and public holidays.
(ii) Where the employee is not accommodated on the actual site of the distant job, their place of accommodation will become the centre as defined by clause 21.8(c)(iv) and fares and travelling time must be paid as prescribed by clauses 21.8(b), 21.8(c) and 21.8(d) as the case may be.

(h) Entitlement

(i) Upon any day when an employee, in accordance with the employer’s requirements, reports for work, or allocation of work, the employee will receive the fares and/or travelling time payment (if any) that the employee would normally be paid if the employee worked for the day.

(ii) The allowances set out in this clause will not be taken into account in calculating overtime, penalty rates, annual or personal/carer’s leave.

21.9 Living away from home—distant work

(a) Qualification

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.

(b) Employee’s address

(i) At the time of engagement, the employee will provide, on the employer’s request, details of their usual place of residence, being:

- the address of the place of residence at the time of application; and
- the address of a separately maintained residence, if applicable.

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

(c) Entitlement

[21.9(c) varied by PR998139, PR523019, PR536822, PR551745, PR566846, PR606517 ppe 01Jul18]

Where an employee qualifies under clause 21.9(a) the employer will either:

- provide the worker with reasonable board and lodging;
- pay an allowance of $432.69 per week of seven 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 $61.85 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; or
- in circumstances prescribed in clause 21.9(d)(v) provide construction camp accommodation and messing.
(d) Travelling expenses

[Preamble varied by PR994534; substituted by PR539029 ppc 19Jul13]

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 will not be entitled to any of the allowances prescribed by clause 21.8—Fares and travelling time, for the period occupied in travelling from the employee’s usual place of residence to the distant job, but instead must be paid as follows:

(i) Forward journey

[21.9(d)(i) varied by PR998139, PR509189, PR523019, PR536822; substituted by PR539029 ppc 19Jul13; varied by PR551745, PR566846, PR579541, PR592295, PR606517 ppc 01Jul18]

• For the time spent in so travelling, at the hourly minimum wage up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).

• For the amount of the fare on the most common method of public transport to the job (bus, air or rail with sleeping berths if necessary), any excess payment due to transporting the employee’s tools if such an expense is incurred.

• For any meals incurred while travelling at $13.16 per meal.

• The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing on-the-job and who does not forthwith return to their place of engagement.

(ii) Return journey

[21.9(d)(ii) varied by PR998139, PR523019, PR536822, PR551745, PR566846, PR606517 ppc 01Jul18]

• An employee will, for the return journey, receive the same time, fares, and meal payments as provided in clause 21.9(d)(i), together with an amount of $20.62 to cover the cost of transporting themself and their tools from the main public transport terminal to the employee’s usual place of residence.

• The above return journey payments will not be paid if the employee terminates or discontinues the employment within two months of commencing on-the-job, or if the employee is dismissed for incompetence within one working week of commencing on-the-job, or is dismissed for misconduct.

• Departure point—for the purposes of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee’s usual place of residence to the locality of the work.
(iii) **Daily fares allowance**

[21.9(d)(iii) substituted by PR539029 ppc 19Jul13]

An employee engaged on a job which qualifies the employee to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) must be paid the fares allowance prescribed by clause 21.8(b).

(iv) **Weekend return home**

[21.9(d)(iv) varied by PR998139, PR523019, PR536822, PR551745, PR566846, PR606517 ppc 01Jul18]

- An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or their representative, no later than Tuesday of each week, of the employee’s intention to return to the employee’s usual place of residence for the weekend, must be paid an allowance of $34.77 for each occasion. This provision will not apply to an employee who is receiving the payment prescribed in clause 21.9(c) instead of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in clause 21.9(d)(v).

- When an employee returns home for a weekend or part of a weekend and does not absent themself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 21.9(c) will be made.

(v) **Construction camps**

[21.9(d)(v) varied by PR998139, PR523019, PR536822, PR551745, PR566846, PR606517 ppc 01Jul18]

- **Camp and caravan accommodation**

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

- **Camping allowance**

An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance of $172.43 for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee must be paid $24.71 per day including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday. If an employee is absent without the employer’s approval on any day, the
allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

(e) Rest and recreation

(i) Rail or road travel

[21.9(e)(i) varied by PR994534 from 01Jan10]

- An employee who proceeds to a job which qualifies them for provisions of this subclause may, after two months’ continuous service and thereafter at three monthly periods in respect of plumbing and mechanical services employees, and two months’ continuous service and two monthly periods thereafter in respect of sprinkler fitters, return to the employee’s usual place of residence at the weekend. If the employee does so, the employee must be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in connection with the employee’s commencement of work on the morning of the working day following the weekend. Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days (14 days for a sprinkler fitter) after expiration of any such period of two or three months, then the provisions of this subclause will not be applicable.

- This entitlement will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. Proof of such written notice will lie with the employer.

- Service requirements—for the purpose of this clause service will be deemed to be continuous despite an employee’s absence from work as prescribed in this clause.

(ii) Variable return home

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

(iii) No payment for unused fares

Payment of fares as provided for in this subclause will not be made unless availed of by the employee.
(iv) **Flexible rostered day off**

If the employer and employee so agree in writing, the paid rostered day off as prescribed in clause 29—Ordinary hours of work over a four week work cycle, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in this subclause or at the end of the project or on termination, whichever comes first.

(v) **Termination**

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

(f) **Transitional airfares provision in respect of employees in the Territory of Christmas Island**

[21.9(f) inserted by PR994534 from 01Jan10]

(i) Where an employee is domiciled in the Territory of Christmas Island and is not entitled to fares under clause 21.9(e), that employee is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months’ continuous service.

(ii) The airfare payable is the equivalent of a return economy airfare from Christmas Island to Perth.

(iii) Clause 21.9(f) ceases to operate on 31 December 2014.

21.10 **Inclement weather**

(a) **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.

(b) **Procedure**

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

(c) **Restrictions on payments**

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

(d) **Entitlement to payment**

An employee will be entitled to payment by their employer for ordinary time lost through inclement weather for up to, but not more than 32 hours in every period of four weeks. The following conditions will apply:
Plumbing and Fire Sprinklers Award 2010

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

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

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

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

(v) payment under this clause will be weekly.

(e) Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather. Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport in accordance with clause 21.8(e) except where the employer provides transport.

(f) Employees required to work in inclement weather

(i) Except as provided in this subclause an employee will not work or be required to work in inclement weather.

(ii) 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.

(iii) 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.

(iv) 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.

(g) Cessation and resumption of work

(i) 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.

(ii) After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.
(h) **Safety**

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.

(i) **Additional wet weather procedure**

(i) **Remaining on site**

[21.10(i)(i) substituted by PR994534 from 01Jan10]

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

- for more than an accumulated total of four hours of ordinary time in any one day;
- after the meal break, as provided in clause 30.1, for more than an accumulated total of 50% of the normal afternoon work time;
- during the final two hours of the normal work day for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above. 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. Wet time occurring during overtime will not be taken into account for the purposes of this subclause.

(ii) **Rain at starting time**

[21.10(j) renumbered as 21.10(i)(ii) by PR994534 from 01Jan10]

Despite the provisions of clause 21.10(f) 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:

- the rain stops;
- a covered walk-way has been provided;
- the sheds are under cover and the employees can get to the dry area without going through the rain; or
- adequate protection is provided. Protection will, where necessary, be provided for the employee’s tools.
21.11 Adjustment of expense related allowances

[21.11 substituted by PR994534 from 01Jan10]

(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

[21.11(b) varied by PR514248 ppc 06Sep11]

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Tool allowance</td>
<td>Household appliances, utensils and tools sub-group</td>
</tr>
<tr>
<td>Vehicle allowance</td>
<td>Private motoring sub-group</td>
</tr>
<tr>
<td>Fares and Living away from home—distant work allowances</td>
<td>Domestic holiday travel and accommodation sub-group</td>
</tr>
</tbody>
</table>

22. District allowances

[Varied by PR994534; deleted by PR561478 ppc 05Mar15]

23. Accident pay

[Varied by PR994534, PR503646; deleted by PR561478 ppc 05Mar15]

24. Supported wage system

[Varied by PR988414]

See Schedule C

25. National training wage

[Varied by PR988414; substituted by PR593826 ppc 01Jul17; varied by PR606360]

25.1 Schedule E to the Miscellaneous Award 2010 sets out minimum wage rates and conditions for employees undertaking traineeships.
25.2 This award incorporates the terms of Schedule E to the Miscellaneous Award 2010 as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2010 is to be read as referring to the Plumbing and Fire Sprinklers Award 2010 and not the Miscellaneous Award 2010.

26. School-based apprenticeship and Peak Sports Apprenticeships

[Varied by PR988414, PR994534, PR545008; 26—School-based apprenticeship renamed as School-based apprenticeship and peak sports apprenticeships and substituted by PR545008 ppc 01Jan14]

26.1 School-based apprenticeship

See Schedule E

26.2 Peak Sports Apprenticeships

See Schedule H

27. Payment of wages

[Varied by PR588648]

27.1 All wages, allowances and other monies must be paid in cash or by cheque, bank cheque, bank or similar transfer, or any combination of these. An employee paid by other than cash will be allowed reasonable time as agreed between the employer and the employee, to attend the branch of their bank nearest the workplace to cash such cheques or draw upon the accounts during working hours. Payments must be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.

27.2 Where, on any pay day, work ceases for the day because of inclement weather an employee must be paid all wages, allowances and other monies due to the employee without undue delay.

[27.3 substituted by PR588648 ppc 16Dec16]

27.3 Where an employee is paid by cash or cheque and the employee is kept waiting for their wages on pay day for more than a quarter of an hour after the usual time of ceasing work, the employee must be paid at overtime rates after that quarter hour for the duration spent waiting at the workplace for payment, with a minimum payment of a quarter of an hour.

[27.4 substituted by PR588648 ppc 16Dec16]

27.4 When notice is given in accordance with clause 17—Termination of employment, monies due to the employee must be paid at the time of termination. Where this is not practicable monies will be sent by registered post or, if the employee is normally paid by electronic funds transfer, transferred into the employee’s account within two working days.
28. Superannuation

[Varyed by PR994534, PR530245, PR546006]

28.1 Superannuation legislation

(a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

28.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

28.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 28.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months written notice to their employer.

(c) The employer must pay the amount authorised under clauses 28.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or (b) was made.

28.4 Superannuation fund

[28.4 varied by PR994534 from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) and (b) to one of the following superannuation funds or its successor:

(a) Construction and Building Industry Super (Cbus);

(b) Building Unions Superannuation (Queensland) (BUS(Q));
Plumbing and Fire Sprinklers Award 2010

[28.4(c) deleted by PR546006 ppc 01Jan14]

[28.4(d) renumbered as 28.4(c) by PR546006 ppc 01Jan14]

(c) Aust(Q) Super;

[28.4(e) renumbered as 28.4(d) by PR546006 ppc 01Jan14]

(d) AustralianSuper;

[28.4(f) substituted by PR530245 ppc 26Oct12; renumbered as 28.4(e) by PR546006 ppc 01Jan14]

(e) CareSuper;

[28.4(g) deleted by PR546006 ppc 01Jan14]

[28.4(h) deleted by PR546006 ppc 01Jan14]

[28.4(i) renumbered as 28.4(f) by PR546006 ppc 01Jan14]

(f) Tasplan Super;

[28.4(j) deleted by PR546006 ppc 01Jan14]

[28.4(k) renumbered as 28.4(g) by PR546006 ppc 01Jan14]

(g) Building Employers Superannuation Trust;

[20.8(l) deleted by PR546006 ppc 01Jan14]

[28.4(m) renumbered as 28.4(h) by PR546006 ppc 01Jan14]

(h) Statewide Superannuation Trust;

[28.4(n) renumbered as 28.4(i) and varied by PR546006 ppc 01Jan14]

(i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[New 28.4(j) inserted by PR546006 ppc 01Jan14]

(j) a superannuation fund or scheme which the employee is a defined benefit member of.

28.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) or (b):

(a) Paid leave—while the employee is on any paid leave.

(b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
(ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

29. Ordinary hours of work over a four week work cycle

[29 varied by PR539029]

29.1 The average ordinary hours worked will be 38 per week for a four week work cycle.

29.2 Subject to the provisions of this clause, ordinary working hours will be worked in a 20 day, four week cycle, Monday to Friday inclusive, with 19 days of eight hours each, between the hours of 7.00 am and 6.00 pm, with 0.4 of one hour each day worked accruing to be paid as a rostered day off (RDO) in each cycle.

29.3 Ordinary working hours

[29.3 substituted by PR539029 ppc 19Jul13]

Subject to clause 29.4—Early start and clause 32—Penalty rates, ordinary hours are worked between 7.00 am and 6.00 pm Monday to Friday inclusive.

29.4 Early start

By agreement between the employer and its employees, the working day may begin at 6.00 am or at any other time between that hour and 8.00 am and the working time will then begin to run from the time so fixed. The daily rest breaks, meal breaks and finishing time must be adjusted accordingly.

29.5 Washing time breaks as paid time

(a) Employees will be entitled to take five minutes immediately before lunch and before finishing time to enable them to wash and put away gear. The washing time breaks will be counted as time worked.

(b) Where an employee is using toxic substances as defined in clause 21.7(o)(ii), immediately before lunch and before finishing time the employee will be entitled to take 10 minutes washing time break to be counted as time worked.

(c) Where an employee is engaged in hot work as defined in clause 21.7(k) or cold work as defined in clause 21.7(f) and such work continues for more than two hours, the employee will be entitled to a 20 minute rest after every two hours work without loss of pay.

29.6 Alternative methods of arranging ordinary hours and rostered days off

(a) An employer and the majority of its employees may agree to an alternate method of arranging ordinary hours of work, and arranging RDOs.

(b) Matters upon which agreement may be reached include:

(i) how the hours are to be averaged within a work cycle;

(ii) the duration of the work cycle, provided that such duration will not exceed three months;
(iii) rosters which specify starting and finishing times;
(iv) substitution of RDOs;
(v) accumulation of RDOs;
(vi) arrangements which allow for flexibility in the taking of RDOs; and
(vii) the arrangement of ordinary hours which exceed eight hours on any day, provided such hours are within the spread of hours in clauses 29.3 or 29.4.

29.7 Rostered days off

(a) The following provisions apply generally in respect of RDOs:

(i) Payment for a RDO will be made from money accrued in accordance with clause 29.2.

(ii) A RDO will be recorded in the time and wages records of the employer.

(iii) Where the scheduled RDO falls on a public holiday under clause 37—Public holidays the next working day will be taken as the RDO, unless an alternate day in that four week cycle or the next four week cycle is agreed in writing between the employer and the employee.

(iv) Each day of paid leave taken and/or any public holiday occurring during any four week cycle will be regarded as a day worked for RDO and all other accrual purposes.

(v) Any proportion of money accrued towards payment for a RDO will be paid as hours worked for the purpose of calculating entitlements due on termination of employment.

(b) Where required by the employer, an employee may be required to work on their scheduled RDO where such work is necessary:

(i) to allow other employees to be employed productively;

(ii) to undertake out-of-hours maintenance;

(iii) due to unforeseen delays to a particular project or a section of the project; or

(iv) for other reasons arising from unforeseen or emergency circumstances on a project;

provided that, in addition to RDO and all other accrual purposes, the employee will be paid the penalty rates and provisions of weekend work or public holiday work under clause 32—Penalty rates.
(c) **General exception for employers of fewer than 15 employees (not working alongside other building and construction workers)**

[29.7(c) substituted by PR539029 ppc 19Jul13]

In respect of employers of fewer than 15 employees, and subject to an agreement in writing between the employer and the employee, the employer will pay the employee overtime for any hours worked over 38 hours in any week, instead of accruing RDOs.

(d) **General exception for employers of 10 or fewer employees (not working alongside other building and construction workers)**

[29.7(d) renamed and substituted by PR539029 ppc 19Jul13]

(i) In respect of employers of 10 or fewer employees, an employee may be required to work on their scheduled RDO. In such cases the employee will nominate another day as their RDO to take off at mutual convenience.

(ii) An employer will not change the scheduled RDO without prior notice of at least five days.

(e) **Rostered days off for employees not working alongside other building and construction workers**

[29.7(e) renamed and substituted by PR539029 ppc 19Jul13]

(i) In the case of all other employees not working alongside other building and construction workers the employer will nominate the day to be taken as the RDO being either:

- the third Friday in the cycle;
- the fourth Monday in the cycle; or
- the fourth Friday in the cycle.

(ii) By agreement between an employer and its employees an alternative day in the four week cycle may be the RDO.

(f) **Rostered days off for employee working alongside other building and construction workers**

[29.7(f) renamed and substituted by PR539029 ppc 19Jul13]

(i) In the case of employees working alongside other building construction workers, the RDO will be the fourth Monday in the cycle.

(ii) By agreement in writing between an employer and its employees an alternative day in the four week cycle may be the RDO. If requested by the employees, the employer must inform the employee’s representative at least five working days before the agreement is implemented.
30. **Breaks**

[30 varied by PR539029, PR540373]

30.1 **Meal breaks**

There will be a cessation of work and of working time, for the purpose of a meal on each day, of not less than 30 minutes, to be taken between noon and 1.00 pm.

30.2 **Variation of meal breaks**

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

30.3 **Daily rest breaks**

There will be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 am and 11.00 am.

30.4 **Overtime rest breaks**

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

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

(c) For the purpose of this clause usual ceasing time is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 29—Ordinary hours of work over a four week work cycle.

(d) Clauses 30.3 and 30.4(a) will not be applicable in the case of an employee who is allowed the rest periods prescribed by clauses 21.7(k) and 21.7(f).

(e) Where an agreement is reached pursuant to clause 30.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

30.5 **Breaks between working days**

[30.5 inserted by PR539029 ppc 19Jul13; corrected by PR540373 ppc 19Jul13]

(a) 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 10 consecutive hours off duty between those times, or on a Saturday, Sunday or holiday without having had 10 consecutive hours off duty in the 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 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(b) If, on the instructions of their employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee must be paid at 200% rates until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) An employee who has worked continuously (except for work breaks allowed by this award) for 20 hours including holiday work will not be required to continue at or recommence work for at least 12 hours.

31. Service work, on call and call back

[Varied by PR991654, PR523019, PR536822: 31—Shiftwork, service work, on call and call-back renamed as Service work, on call and call back and varied by PR539029 ppc 19Jul13; varied by PR551745]

[31.1 deleted by PR539029 ppc 19Jul13]

31.1 Service work—fire sprinkler fitter employee

[31.2 renumbered as 31.1 by PR539029 ppc 19Jul13]

(a) A fire sprinkler fitter employee required to perform service work outside normal working hours for breakdown, accident or other emergency work must be paid at the rate of double time.

(b) The calculation of the period of time of duty will include only the time reasonably occupied in travel or work between the time of the employee’s departure from their normal place of residence and the time of their return thereto provided that:

(i) in the case of the first call-back in any one day an employee must be paid for at least a period of two hours at the rate of double time; and

(ii) in the case of each subsequent call-back in the same day as for at least a period of one hour whether occurring within two hours of the first call back or not.

31.2 On call—fire sprinkler fitter employee

[31.3 renumbered as 31.2 by PR539029 ppc 19Jul13]

Where a fire sprinkler fitter employee is required to be on call outside the ordinary hours of work they will be readily contactable by telephone at all relevant times during such stand-by and will be entitled to:

(a) Permanent stand-by on roster—an additional 6.8% of the weekly standard rate per week of seven days.

(b) For other than permanent stand-by on roster, each Monday to Friday on call—an additional 0.7% of the weekly standard rate per night, and for each
Saturday, Sunday or public holiday on call an additional 5% of the weekly standard rate per day.

(c) An employee’s telephone rental must be paid for by the employer.

31.3 Call-back and rest period

[31.4 renumbered as 31.3 by PR539029 ppc 19Jul13]

Overtime worked in the circumstances specified in clauses 31.1, 31.2 and 33.3 will not be regarded as overtime for the purposes of clause 33—Overtime, where the actual time worked is less than four hours on such recall or on each of such recalls.

31.4 Use of employee’s vehicle

[31.5 varied by PR523019, PR536822; renumbered as 31.4 by PR539029 ppc 19Jul13; varied by PR551745 ppc 01Jul14]

When an employee’s vehicle is used for call out at the request of the employer a payment of $0.78 per kilometre will be made.

32. Penalty rates

[Varied by PR512383, PR512677; substituted by PR539029 ppc 19Jul13]

32.1 Weekend work

(a) All employees who are directed by the employer to work ordinary hours between midnight on a Friday and midnight on a Saturday will receive:

(i) plumbing and mechanical services in Victoria - a 50% loading calculated on their minimum hourly rate of pay for the first ordinary hour worked provided that this clause will cease to operate on 31 December 2014; or

(ii) all other employees - a 50% loading calculated on their minimum hourly rate of pay for the first two ordinary hours worked; and

(iii) a 100% loading calculated on their minimum hourly rate of pay for the remaining ordinary hours worked thereafter.

(b) All employees who are directed by the employer to work ordinary hours between midnight on a Saturday and midnight on a Sunday will receive a 100% loading calculated on their minimum hourly rate of pay for such ordinary hours worked.

(c) All employees who are required to work overtime on a weekend will be paid in accordance with clause 33.

(d) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause 30.1 and a daily rest break in accordance with clause 30.3.
32.2 Shiftwork

(a) Where an employee is:
   (i) given no less than 48 hours notice prior to the commencement of shiftwork by the employer: and
   (ii) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for five or more consecutive shifts:

   the employee will receive a loading of 33% calculated on their ordinary hourly rate of pay for such ordinary hours worked.

(b) Where an employee is:
   (i) given less than 48 hours notice prior to the commencement of shiftwork by the employer; or
   (ii) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than five consecutive shifts;

   the employee will receive a loading of 50% for the first two hours and 100% thereafter calculated on their minimum hourly rate of pay for such ordinary hours worked.

(c) Where an employee, after having worked a shift, finishes at a time when reasonable means of transport are not available, the employer will provide the employee with a conveyance to their home or pay the employee their current wage for the time reasonably spent occupied in reaching their home.

(d) An employee directed to work ordinary hours in accordance with this clause will be allowed:
   (i) an unpaid meal break of not less than 30 minutes, to be taken no more than five hours after the commencement of the employee’s shift; and
   (ii) a paid rest break of not more than 10 minutes, to be taken no more than two hours after the commencement of the employee’s shift.

32.3 Public holidays

(a) All employees who are directed to work ordinary hours on a public holiday or substitute days as prescribed in clause 37—Public holidays, will receive a 150% loading calculated on their minimum hourly rate of pay, for such ordinary hours worked.

(b) A plumbing and mechanical services employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.

(c) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause 30.1 and a daily rest break in accordance with clause 30.3.
32.4 **Loadings**

(a) All loadings will be exclusive of each other (i.e. only one loading will be payable at any given time).

(b) Loadings will not apply where overtime is payable.

33. **Overtime**

[Varied by PR994534, PR512383, PR536408, PR539029, PR540373, PR584130]

33.1 **General overtime provision**

[33.1 substituted by PR536408 ppc 13Jun13]

(a) In respect of all time worked beyond the ordinary hours of work as prescribed in clause 29—Ordinary hours of work over a four week work cycle, employees must be paid:

(i) plumbing and mechanical services employees—150% for the first two hours and 200% thereafter;

(ii) plumbing and mechanical services employees in Victoria—150% for the first hour and 200% thereafter, provided that this clause will cease to operate on 31 December 2014;

(iii) sprinkler fitter employees—150% for the first two hours and 200% thereafter.

(b) Work commenced after midnight and prior to the commencement of ordinary hours must be paid for at the rate of 200%.

33.2 **Weekend and public holiday overtime and breaks**

[New 33.2 inserted by PR539029 ppc 19Jul13]

(a) Overtime worked on a Saturday must be paid for at the rate of:

(i) Plumbing and mechanical services and irrigational installer employees in Victoria—150% for the first hour and 200% thereafter provided that this clause will cease to operate on 31 December 2014;

(ii) Plumbing and mechanical services and irrigation installer employees (other)—150% for the first two hours and 200% thereafter; and

(iii) Sprinkler fitter employees—200%, provided that all time worked after 12 noon must be paid for at 200%.

(b) Overtime worked on a Sunday must be paid for at the rate of 200%.

(c) An employee required to work overtime on a public holiday must be paid for at the rates of 250%.

(d) An employee required to work on a Saturday will be afforded at least three hours of work.
(e) An employee required to work on a Sunday or a public holiday will be afforded at least four hours of work.

[33.2(f) corrected by PR540373 ppc 19Jul13]

(f) Clauses 33.2(d) and 33.2(e) will not apply in circumstances where the employee is recalled to work in accordance with clause 33.3—Call-back.

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

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

33.3 Call-back

[33.2 renumbered as 33.3 by PR539029 ppc 19Jul13]

(a) An employee recalled to work overtime after leaving their employer’s business premises (whether notified before or after leaving the premises) must be paid

(i) plumbing and mechanical services employees for a minimum of three hours work;

(ii) sprinkler fitter employees—for a minimum of four hours work.

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.

(b) This clause will not apply in cases where it is customary for an employee to return to their 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.

33.4 Working during meal break

[33.3 renumbered as 33.4 by PR539029 ppc 19Jul13]

If an employer requires an employee to work through their normal meal break the employee must be paid at the rate:

[33.3(i) renumbered as 33.3(a) by PR994534 from 01Jan10]

(a) Plumbing and mechanical services employees—200%;

[33.3(ii) renumbered as 33.3(b) by PR994534 from 01Jan10]

(b) Sprinkler fitter employees—150%,

MA000036 63
Plumbing and Fire Sprinklers Award 2010

...until the employee is allowed to take such break. Where the meal break is shortened by agreement, the employer will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours.

33.5  Restriction on overtime for apprentices

[33.4 varied by PR512383 from 01Jan10; renumbered as 33.5 by PR539029 ppc 19Jul13]

No apprentice under the age of 18 years will be required to work overtime unless the employee so desires. No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent their attendance at Registered Training Organisation, as required by any statute, award or regulation applicable to them.

33.6  Transport after overtime or holiday work

[33.5 renumbered as 33.6 by PR539029 ppc 19Jul13]

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

[33.6 deleted by PR539029 ppc 19Jul13]

33.7  Time off instead of payment for overtime

[33.7 inserted by PR584130 ppc 22Aug16]

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 33.7.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K. An agreement under clause 33.7 can also be made by an exchange of emails between the employee and employer, or by other electronic means.
(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 33.7 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 33.7 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The employer must keep a copy of any agreement under clause 33.7 as an employee record.

(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 33.7 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

(k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 33.7 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 33.7.
33A. **Requests for flexible working arrangements**

[33A inserted by PR701436 ppc 01Dec18]

### 33A.1 Employee may request change in working arrangements

Clause 33A applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 33A is an addition to s.65.

### 33A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

(a) the needs of the employee arising from their circumstances;

(b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee’s s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

### 33A.3 What the written response must include if the employer refuses the request

Clause 33A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 33A.2.

(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(b) If the employer and employee could not agree on a change in working arrangements under clause 33A.2, the written response under s.65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and

(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.
33A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 33A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

33A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 33A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

34. Annual leave

[Varied by PR994534, PR583048]

Annual leave is provided for in the NES.

34.1 Leave entitlement

(a) In addition to the entitlement to annual leave in the NES, employees who work or are required to be on call for any part of 26 weekends or more in any year of employment are entitled to an additional week’s annual leave on the same terms and conditions.

(b) For the purpose of the additional week of leave provided by the NES, a shiftworker means a continuous shiftworker as defined in this award.

34.2 Payment for annual leave

[34.2 substituted by PR994534 from 01Jan10]

(a) Section 90 of the Act prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

(b) In addition to the payment provided for in s.90 of the Act an employer is required to pay an additional leave loading of 17.5% of that payment, calculated on the rates, loadings and allowances prescribed by clauses 20—Minimum wages, 21.1—All-purpose allowances and 21.8—Fares and travelling time.

34.3 Annual close-down

(a) An employer giving any leave in conjunction with the Christmas and New Year holidays may either:

(i) stand off without pay during the period of leave any employee who has not yet qualified under the NES for the full period of leave; or
(ii) stand off for the period of leave any employee who has not qualified for the full period of leave under the NES and pay them to the extent that the employee has qualified for paid leave under the NES.

(b) Where an employer decides to close down their establishment at the Christmas and New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of their employees qualified for such leave, the employer will give at least two months notice to their employees of their intention so to do.

34.4 Annual leave in advance

[34.4 inserted by PR583048 ppc 29Jul16]

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 34.4 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I

(c) The employer must keep a copy of any agreement under clause 34.4 as an employee record.

(d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 34.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

34.5 Cashing out of annual leave

[34.5 inserted by PR583048 ppc 29Jul16]

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 34.5.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 34.5.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 34.5 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
(ii) the date on which the payment is to be made.

(e) An agreement under clause 34.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 34.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 34.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 34.5.

Note 3: An example of the type of agreement required by clause 34.5 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

34.6 Excessive leave accruals: general provision

[34.6 inserted by PR583048 ppc 29Jul16]

Note: Clauses 34.6 to 34.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

(a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 34.1(b)).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 34.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 34.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.
34.7 Excessive leave accruals: direction by employer that leave be taken

[34.7 inserted by PR583048 ppc 29Jul16]

(a) If an employer has genuinely tried to reach agreement with an employee under clause 34.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under paragraph (a):

(i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.6, 34.7 or 34.8 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 34.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

34.8 Excessive leave accruals: request by employee for leave

[34.8 inserted by PR583048; substituted by PR583048 ppc 29Jul17]

(a) If an employee has genuinely tried to reach agreement with an employer under clause 34.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under paragraph (a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 34.7(a) that, when any other paid annual leave arrangements (whether made under
clause 34.6, 34.7 or 34.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.

(c) A notice given by an employee under paragraph (a) must not:

(i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.6, 34.7 or 34.8 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 34.1(b)) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under paragraph (a).

35. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the NES.

36. Community service leave

Community service leave is provided for in the NES.

37. Public holidays

[Varied by PR994534]

37.1 Public holidays are provided for in the NES

[37.2 varied by PR994534 from 01Jan10]

37.2 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in s.115 of the Act.
38. **Leave to deal with Family and Domestic Violence**

[38 inserted by PR609353 ppc 01Aug18]

38.1 This clause applies to all employees, including casuals.

38.2 **Definitions**

(a) In this clause:

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

*family member* means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 38.2(a) includes a former spouse or de facto partner.

38.3 **Entitlement to unpaid leave**

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

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

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.

38.4 **Taking unpaid leave**

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

(a) is experiencing family and domestic violence; and
(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

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

38.5 Service and continuity

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

38.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 38. The notice:

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

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

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 38 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 38.4.

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

38.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 38.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 38 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 concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

38.8 Compliance

An employee is not entitled to take leave under clause 38 unless the employee complies with clause 38.
Schedule A—Transitional Provisions

[Varied by PR988414, PR994534, PR503646]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by PR994534 from 01Jan10]

A.1.2 The provisions of this schedule are to be applied:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

[A.2.1(b) substituted by PR994534 from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.
Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

- 1 July 2010: 80%
- 1 July 2011: 60%
- 1 July 2012: 40%
- 1 July 2013: 20%

The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
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<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 **Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 **Loadings and penalty rates – existing loading or penalty rate lower**

[A.5.1 substituted by PR994534 from 01Jan10]

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.
A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

- 1 July 2010: 80%
- 1 July 2011: 60%
- 1 July 2012: 40%
- 1 July 2013: 20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.
A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 **Loadings and penalty rates – no existing loading or penalty rate**

[A.7.1 substituted by PR994534 from 01Jan10]

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by PR994534 from 01Jan10]

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>20%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>80%</td>
</tr>
</tbody>
</table>

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 **Former Division 2B employers**

[A.8 inserted by PR503646 ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the
corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.
Schedule B—Classification Definitions

[Varied by PR988414, PR991654, PR512383, PR536408]

B.1 Key concepts and terms

B.1.1 Fields of work means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well paid jobs. In respect of this award the fields of work are sanitary plumbing/water supply/drainage, gasfitting, roofing and cladding, mechanical services (including airconditioning) and irrigation. The principal purpose of fields of work is to facilitate the development of training modules.

B.1.2 CPSISC means Construction Property Services Industry Skills Council. The CPSISC will be the recognised authority (for the purpose of this schedule) responsible for developing competency standards for consideration and endorsement by the National Quality Council (NQC) and the provision of advice and assistance to the State and Territory training authorities in respect of matters relating to training in the industry and callings covered by this award, including but not limited to:

- competency standards;
- curriculum development;
- training courses;
- articulation and accreditation requirements, both on and off-the-job;
- on-the-job training; and
- assessment and certification arrangements.

In relation to the development of standards for this award, the CPSISC may consult with other bodies or committees of a like nature to ensure that consistent standards are maintained across industries.

B.1.3 Module means a module of training as defined within the relevant National Training Package. Training Packages are flexible national products developed by industry through the relevant National Skills Council to ensure quality training outcomes and meet current and emerging vocational skill needs. They form one of the foundation stones of the national training system. Designed to support a range of training pathways, including workplace and school-based, and to provide for a more flexible approach to training delivery, they also play a critical role in underpinning Australian Apprenticeships. All Training Packages incorporate national units of competency, assessment guidelines and national qualifications.

These components, endorsed by the NQC, form the basis for the assessment of competencies attained and the issuing of related national qualifications.

B.1.4 New entrant means an employee who has never previously worked within the on-site building construction industry. If there is any doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:
documentary evidence concerning registration with any of the construction industry portable long service leave schemes;

documentary evidence concerning contributions into an approved industry superannuation fund.

B.1.5 Services stream includes all fields of work principally concerned with the installation, commissioning and maintenance of services, whether performed in relation to buildings, structures or engineering projects and irrespective of when that work is undertaken in the construction process.

B.1.6 Services stream (plumbing and mechanical services and sprinkler fitting) means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this award.

B.1.7 Streams or skill streams means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of a number of fields of work.

B.1.8 Trade certificate means a trade certificate or its equivalent relevant to the plumbing and mechanical services or sprinkler fitting industry. An employee who has a trade certificate or its equivalent which is relevant to the plumbing and mechanical services industry or the sprinkler fitting industry will be deemed to have a trade certificate for the purpose of the definition of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level I.

B.1.9 Where it appears in the classification definition of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 and above the phrase or equivalent means:

(a) any training which a registered provider (e.g. TAFE) or a State training authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

(b) where competencies meet the requirements of the national competency standards developed by CPSISC for these levels.

[B.1.10 inserted by PR512383 from 01Jan10]

B.1.10 Employees will be eligible to move up the classification structure upon completion of the training requirements, competency based assessment or experience as specified in the classification definitions. Payment will be on the basis of the level of skills and training required to perform the work of a particular position or job offered by an employer.

B.2 Translation to classification structure

B.2.1 Existing employees will translate into the new structure as follows:

(a) Level 1(d): Sprinkler fitter’s assistant;

(b) Level 1(d): Plumber’s labourer; or
(c) Tradesperson Level 1: Plumber and Gasfitter—All States, Registered Drainer—South Australia, Registered Drainer—New South Wales, Roof Plumber (SA), Roof Plumber (NSW) and all others, Irrigation Installer—All States, Drainer—Tasmania, Drainer—South Australia and First class sprinkler fitter.

B.2.2 No existing employees’ rate of pay will be reduced as a result of the implementation of the classification structure.

B.2.3 Upon translation to the new classification structure existing employees will be regarded as satisfying the requirements of the new skill level to which they translate. Such translation does not authorise an employee to perform work which requires certification or registration unless that employee holds such certification or registration pursuant to the appropriate State legislation or regulation.

B.3 Classification structure definitions

B.3.1 Work levels

(a) Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a)

New entrant.

(b) Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b)

After three months in the industry.

(c) Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c)

After 12 months in the industry.

(d) Plumbing and mechanical services worker/Sprinkler fitting worker/Fire technician Level 1(d)

A Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) is an employee who has fulfilled the substantive requirements of a Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(d) as detailed below. An employee at this level will have:

(i) successfully completed a Services Stream Certificate (Plumbing and mechanical services/Sprinkler fitting) or Property Services (Asset Maintenance), as appropriate, Certificate Level 1 consisting of 16 appropriate modules of structured training; or

(ii) obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and mechanical services worker/Sprinkler fitting worker
Level 1(c) and to the level of their training. The following indicative tasks which an employee at this level may perform are:

- assists in the co-ordination of work in a team environment or works individually under general supervision;
- is responsible for ensuring the quality of their own work;
- exercises discretion within their level of skill and training;
- has an understanding of the construction processes within the services stream;
- assists in the provision of on-the-job training to a limited degree;
- works from instructions and procedures;
- implements basic fault-finding and problem solving skills within the employee’s sphere of work;
- measures accurately for their area of operation;
- works in a safe manner;
- interacts harmoniously with employees of other companies on-site or at the workplace; and
- adapts to a changing work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- erect and dismantle scaffolding;
- assist with rigging;
- undertake basic oxy cutting;
- execute shoring/trenching;
- undertake site drainage and de-watering;
- assist one or more tradespersons;
- safely handle waste; and
- use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c).

The Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) classification incorporates the following translated award classifications:

- plumber’s labourer;
- sprinkler fitter’s assistant.
(e) **Plumbing and mechanical services worker/Sprinkler fitting worker**

**Level 2**

A Plumbing and mechanical services worker/Sprinkler fitting worker Level 2 is an employee who has:

(i) successfully completed a Services Stream Certificate (Plumbing and mechanical services/Sprinkler fitting) Level 2 consisting of 24 appropriate modules of formal structured training; or

(ii) obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and mechanical services/Sprinkler fitting worker Level 1(d) and to the level of their training. The following indicative tasks which an employee at this level may perform are:

- exercises good interpersonal communication skills;
- exercises discretion within their level of training;
- understands and applies quality control techniques;
- performs work under general supervision either individually or in a team environment;
- has knowledge of the four streams within the building and construction industry and how they inter-relate;
- works in a safe manner;
- having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision;
- is capable of detailed measuring techniques;
- interacts with and assists employees of other companies on-site or at the workplace; and
- anticipates and plans for constant changes to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- operating a laser when carrying out leveling;
- read and interpret plans and specifications;
- operate machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(d); and
- assist with informal on-the-job guidance to other employees to a limited degree.
(f) **Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1**

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 is an employee who holds a trade certificate or its equivalent in the Services Stream (Plumbing and mechanical services/Sprinkler fitting) and who is able to exercise the skill and knowledge of that trade.

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 works above and beyond an employee at Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(d) and to the level of their training. The following indicative tasks which an employee at this level may perform are:

- exercises good interpersonal and communication skills;
- reads, interprets and applies information from plans;
- understands and applies quality control techniques;
- exercises discretion within the scope of this grade;
- performs work under general supervision either individually or in a team environment;
- able to perform tasks safely and be able to identify hazards within their sphere of work;
- assists with informal on-the-job guidance to a limited degree;
- performs non-trade tasks incidental to their work;
- has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the Services Stream and how they relate to the other areas of the Services Stream; and
- performs work which while primarily involving the skills of the employee’s trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

(g) **Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2**

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 works above and beyond a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 and to the level of their
training. The following indicative tasks which an employee at this level may perform are:

- exercises the skills attained through completion of the training prescribed for this classification;
- works under general supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- exercises discretion within the scope of this grade;
- has knowledge of occupational, health and safety requirements subject to the level of their training; and
- reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post-Trade training to enable them to perform the particular tasks:

- exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

(h) Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 1

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—class Level 1 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has completed the following training requirements:

(i) successfully completed six appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or

(ii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 1 works above and beyond a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 and to the level of their training. The following indicative tasks which an employee at this level may perform are:
exercises the skills attained through completion of the training prescribed for this classification;

• understands and implements quality control techniques;

• provides trade guidance and assistance as part of a team;

• exercises discretion within the scope of this grade;

• works under limited supervision either individually or in a team environment; and

• reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post-Trade training to enable the employee to perform the particular indicative tasks:

• exercise precision trade skills using various materials and/or specialised techniques;

• schedule and plan work activity;

• write brief reports on work activity;

• have knowledge of the Australian Standards applying to their sphere of work;

• recognise hazards associated with tasks in their field of work; and

• exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

(i) **Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 2**

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 2 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has completed the following training requirements:

(i) successfully completed nine appropriate modules in addition to the requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or

(ii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 2 works above and beyond a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class
Plumbing and Fire Sprinklers Award 2010

Level 1 and to the level of their training. The following indicative tasks which an employee at this level may perform are:

- exercises the skills attained through completion of the training prescribed for this classification;
- provides trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment; and
- reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques; and
- exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

(j) Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1

An Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has completed the following training requirements:

(i) successfully completed 10.5 appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1;

(ii) equivalent accredited training, or equivalent; or

(iii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 works above and beyond a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 2 and to the level of their training. The following indicative tasks which an employee at this level may perform are:
• exercises the skills attained through completion of the training prescribed for this classification;

• exercises discretion within their level of training;

• is able to provide trade guidance and assistance as part of a work team;

• understands and implements quality control techniques;

• works under limited supervision either individually or in a team environment; and

• reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post-Trade training to enable the employee to perform the particular indicative tasks:

• exercises high precision trade skills using various materials and/or specialised techniques;

• possesses effective written and verbal skills in order to provide concise reporting and communication; and

• exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

(k) Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2

An Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has completed the following training requirements:

(i) successfully completed 12 appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1;

(ii) equivalent accredited training, or equivalent; or

(iii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 works above and beyond an Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 and to the level of their training. The following indicative tasks which an employee at this level may perform are:
undertakes quality control and work organisation at a level higher than for an Advanced plumbing and mechanical services tradesperson Level 1;

- provides trade guidance and assistance as part of a work team;

- assists in the provision of training to employees in conjunction with supervisors/trainers;

- performs maintenance planning and predictive maintenance work within their field of work;

- prepares reports of a technical nature on specific tasks or assignments as directed; and

- exercises broad discretion within the scope of this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post-Trade Training to enable the employee to perform the particular indicative tasks:

- use information from plans to identify, diagnose and solve problems related to work in a specific field;

- be able to identify any deviations from plans and sketches;

- schedule and plan work for a team and provide brief reports on the progress and quality of the work;

- exercise skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems; and

- exercise diagnostic skills in respect of various systems in plumbing and mechanical services.

### B.3.2 Supervision definitions

**General supervision**

**Working under general supervision** means an employee who:

- receives general instructions, usually covering only the broader technical aspects of the work; and

- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;

- has their assignments reviewed on completion; and

- although competent and well experienced, there may be occasions on which the employee will receive more detailed instructions.
(b) Limited supervision

**Working under limited supervision** means an employee who:

- receives limited instructions normally confined to a clear statement of objectives;
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.
Schedule C—Supported Wage System

[C.1] This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

[C.2. varied by PR568050 ppc 01Jul15]

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
C.4  **Supported wage rates**

C.4.1  Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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<th>Assessed capacity (clause C.5)</th>
<th>Relevant minimum wage</th>
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[C.4.2 varied by PR994534, PR998748, PR510670, PR525068, PR537893, PR551831, PR568050, PR581528, PR592689, PR606630 ppc 01Jul18]

C.4.2  Provided that the minimum amount payable must be not less than $86 per week.

C.4.3  Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5  **Assessment of capacity**

C.5.1  For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2  All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6  **Lodgement of SWS wage assessment agreement**

[C.6.1 varied by PR994534, PR542156 ppc 04Dec13]

C.6.1  All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[C.6.2 varied by PR994534, PR542156 ppc 04Dec13]

C.6.2  All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[C.10.3 varied by PR994534, PR998748, PR510670, PR525068, PR537893, PR551831, PR568050, PR581528, PR592689, PR606630 ppc 01Jul18]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than $86 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.
Schedule D—National Training Wage

[Varied by PR988414; substituted by PR994534 from 01Jan10; varied by PR997916, PR509067, PR522898, PR536701, PR545787, PR551624, PR566707, PR579801; deleted by PR593826 ppc 01Jul17]
Schedule E—School-Based Apprenticeship

[Varied by PR988414, PR539029]

E.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

E.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

E.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

E.4 For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

E.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

E.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

E.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

E.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

[E.9 substituted by PR539029 ppc 19Jul13]

E.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

E.10 If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

E.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.
Schedule F—Part-day Public Holidays

[Sched F inserted by PR532628 ppc 23Nov12; renamed and varied by PR544519 ppc 21Nov13; renamed and varied by PR557581, PR573679, PR580863, PR598110, PR701683 ppc 21Nov18]

This schedule operates in conjunction with award provisions dealing with public holidays.

F.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

(e) Where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

(f) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

(g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

This schedule is not intended to detract from or supplement the NES.
## Schedule G—All-purpose rates of pay

[Sched G inserted by PR539029 ppc 19Jul13; corrected by PR540373, PR545297]

### G.1 Plumbing and mechanical services

<table>
<thead>
<tr>
<th>Weekly minimum wage cl.20</th>
<th>Industry allowance cl.21.1(b)</th>
<th>Plumbing trade allowance cl.21.1(c)</th>
<th>Registration allowance cl.21.1(d)</th>
<th>Special fixed allowance cl.21.1(e)</th>
<th>Lost time loading – Daily hire employees cl.21.1(j)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Adult apprentice (as defined)</td>
<td>Yes</td>
<td>Yes</td>
<td>Refer 20.2(b)(i) and 20.2(b)(ii)</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Trainee apprentices (as defined)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Worker Level 1</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes Daily hire only</td>
</tr>
<tr>
<td>Worker Level 2</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes Daily hire only</td>
</tr>
<tr>
<td>Tradesperson Level 1</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes Daily hire only</td>
</tr>
<tr>
<td>Tradesperson Level 1 (with registration)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes Daily hire only</td>
</tr>
</tbody>
</table>

### G.2 Irrigation installer

<table>
<thead>
<tr>
<th>Weekly minimum wage cl.20</th>
<th>Industry allowance cl.21.1(b)</th>
<th>Plumbing trade allowance cl.21.1(c)</th>
<th>Registration allowance cl.21.1(d)</th>
<th>Special fixed allowance cl.21.1(e)</th>
<th>Lost time loading – Daily hire employees cl.21.1(j)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice</td>
<td>Yes</td>
<td>Yes</td>
<td>Refer 20.2(b)(i) and 20.2(b)(ii)</td>
<td>No</td>
<td>No</td>
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<tr>
<td>Adult apprentice (as defined)</td>
<td>Yes</td>
<td>Yes</td>
<td>Refer 20.3(b)(iii)</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Worker Level 1</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes Daily hire only</td>
</tr>
</tbody>
</table>
### G.3 Fire sprinkler fitting

[G.3 corrected by PR540373, PR545297 ppc 19Jul13]

<table>
<thead>
<tr>
<th></th>
<th>Weekly minimum wage cl. 20</th>
<th>Fire sprinkler fitting trade allowance cl.21.1(f)</th>
<th>Industry disability allowance and space, height and dirt money allowance cl.21.1(f)(i)</th>
<th>Fire sprinkler fitters adjustment cl.21.1(h)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice</td>
<td>Yes</td>
<td>Refer 20.2(b)(i) and 20.2(b)(iii)</td>
<td>Refer 20.2(b)(i) and 20.2(b)(iii)</td>
<td>Refer 20.2(b)(i) and 20.2(b)(iii)</td>
</tr>
<tr>
<td>Adult apprentice (as defined)</td>
<td>Yes</td>
<td>Refer 20.3(a)(iii)</td>
<td>Refer 20.3(a)(iii)</td>
<td>Refer 20.3(a)(iii)</td>
</tr>
<tr>
<td>Worker Level 1</td>
<td>Yes</td>
<td>No</td>
<td>Adult employees</td>
<td>Yes</td>
</tr>
<tr>
<td>Worker Level 2</td>
<td>Yes</td>
<td>No</td>
<td>Adult employees</td>
<td>Yes</td>
</tr>
<tr>
<td>Tradesperson Level 1</td>
<td>Yes</td>
<td>Yes</td>
<td>Adult employees</td>
<td>Yes</td>
</tr>
<tr>
<td>Tradesperson Level 1 (with registration)</td>
<td>Yes</td>
<td>Yes</td>
<td>Adult employees</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Until 31 December 2014, a sprinkler fitter who is employed in New South Wales or the Australian Capital Territory must be paid a further registration allowance in accordance with clause 21.1(i).
Schedule H—Peak Sports Apprenticeships

[Sched H inserted by PR545008 ppc 01Jan14; corrected by PR547260 ppc 01Jan14]

H.1 This schedule applies to peak sports apprenticeships. A peak sports apprentice is a person who is undertaking an apprenticeship in accordance with this award while also being contracted to play sport at a peak level.

H.2 Peak sports apprenticeships are only available to persons contracted to play at a peak level for clubs or teams participating in competitions conducted by, or under the auspices of, Relevant National Sports Associations. Relevant National Sports Associations as at the date of this schedule are:

(a) Australian Rugby League Commission (ARLC) and the National Rugby League (NRL);
(b) Australian Football League (AFL);
(c) Football Federation Australia (FFA);
(d) Cricket Australia; and
(e) Australian Rugby Union (ARU).

H.3 The Fair Work Commission may approve organisations other than those organisations listed in H.2 as Relevant National Sports Associations. The Fair Work Commission will consider submissions from interested parties before it decides whether to grant this approval.

H.4 A person of any age may undertake a peak sports apprenticeship in the trades covered by this award under a training agreement or contract of training for an apprenticeship declared or recognised by the relevant State or Territory authority.

H.5 The conditions of each peak sports apprentice’s contract to play in competitions conducted by, or under the rules or auspices of, a Relevant National Sports Association must allow the apprentice to engage in either part-time or full-time work or training from time to time, to balance the varying requirements of the apprentice’s sports commitments as well as the arrangements required by the apprenticeship.

H.6 At the completion of a peak sports apprenticeship, the apprentice will obtain a qualification in one of the trades covered by this award and be eligible to register as a tradesperson.

H.7 Each peak sports apprenticeship must be:

(a) supported by a Welfare and Education Manager (or the equivalent) of a club or team participating in a competition conducted by, or under the rules or auspices of, a Relevant National Sports Association; and
(b) approved by the Commissioner for Vocational Training (or the equivalent) for the relevant State or Territory.

H.8 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice, and may not exceed six years.
Peak sports apprentices may vary their workload each year during their apprenticeship, depending on their contractual commitments to their respective clubs or teams.

The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to peak sports apprentices for hours worked including time deemed to be spent in off-the-job training.

For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation that is separate from normal work duties or general supervised practice undertaken on the job.

A peak sports apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

Peak sports apprentices may be subject to certain conditions of skills assessment within the apprenticeship based on the following factors (which are non-exhaustive):

(a) hours worked;

(b) workplace assessment;

(c) registered Training Organisation assessment requirements; and

(d) workplace evidence gathering.

The apprentice wage scale applicable to peak sports apprentices are based on a standard full-time apprenticeship of four years.

If a peak sports apprentice converts from part-time to full-time, all time spent as a part-time or full-time apprentice will count for the purposes of progression through the relevant wage scale.

Peak sports apprentices are entitled pro rata to all of the other conditions in this award.
Schedule I—Agreement to Take Annual Leave in Advance

[Sched I inserted by PR583048 ppc 29Jul16]

[Link to PDF copy of Agreement to Take Annual Leave in Advance.]

Name of employee: _____________________________________________

Name of employer: ___________________________________________

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ___/___/20___

Signature of employee: ________________________________________

Date signed: ___/___/20___

Name of employer representative: _________________________________

Signature of employer representative: ____________________________

Date signed: ___/___/20___

[If the employee is under 18 years of age - include:]

I agree that:

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

Name of parent/guardian: _____________________________________

Signature of parent/guardian: ________________________________

Date signed: ___/___/20___
Schedule J—Agreement to Cash Out Annual Leave

[_sched J inserted by PR583048 ppc 29Jul16]

Link to PDF copy of Agreement to Cash Out Annual Leave.

Name of employee: _____________________________________________

Name of employer: _____________________________________________

The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: $______ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20___

Signature of employee: ________________________________________

Date signed: ___/___/20___

Name of employer representative: ________________________________

Signature of employer representative: ___________________________

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: ______________________________________

Signature of parent/guardian: ________________________________

Date signed: ___/___/20___
Schedule K—Agreement for Time Off Instead of Payment for Overtime

[Sched K inserted by PR584130 ppc 22Aug16]

Link to PDF copy of Agreement for Time Off Instead of Payment for Overtime.

Name of employee: _____________________________________________

Name of employer: ____________________________________________

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ____ am/pm

Date and time overtime ended: ___/___/20___ ____ am/pm

Amount of overtime worked: _______ hours and ______ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: ________________________________________

Date signed: ___/___/20___

Name of employer representative: _________________________________

Signature of employer representative: _______________________________

Date signed: ___/___/20___