



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Communications, Electrical, Electronic, Energy, Information, Postal,  
Plumbing and Allied Services Union of Australia**  
(AG2016/1235)

**PROTECH PERSONNEL (VIC) PTY LTD AND CEPU - PLUMBING  
DIVISION VICTORIAN BRANCH LABOUR HIRE ENTERPRISE  
AGREEMENT 2015-2019**

Plumbing industry

COMMISSIONER GREGORY

MELBOURNE, 1 JUNE 2016

*Application for approval of the Protech Personnel (Vic) Pty Ltd and CEPU - Plumbing  
Division Victorian Branch Labour Hire Enterprise Agreement 2015-2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Protech Personnel (Vic) Pty Ltd and CEPU - Plumbing Division Victorian Branch Labour Hire Enterprise Agreement 2015-2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 June 2016. The nominal expiry date of the Agreement is 31 October 2019.



Printed by authority of the Commonwealth Government Printer  
<Price code O, AE419218 PR581069>

**PROTECH PERSONNEL (VIC) PTY LTD  
and**

**CEPU – Plumbing Division (Vic)  
Labour Hire  
Enterprise Agreement**

**2016 – 2019**

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## **PART 1 – APPLICATION AND OPERATION**

### **1            TITLE**

- 1.1**            This Agreement shall be known as the ***Protech Personnel (Vic) Pty Ltd and CEPU – Plumbing Division Victorian Branch Labour Hire Enterprise Agreement 2015 – 2019 (Agreement)***.

### **2.            PARTIES AND PERSONS BOUND**

- 2.1**            This Agreement shall cover:-

- 2.2**            Protech Personnel Pty Ltd (**employer**) in respect of employees engaged in the industry of the occupations, businesses or employers of plumbers, gasfitters, roof plumbers, lead burners, ship plumbers and heating, air conditioning or ventilation plumbers, irrigation installer, ladders and plumber's labourers, (**employees**) engaged on site or in construction work; and

- 2.3**            employees employed by the employer in Victoria who are engaged in the industry of the occupations, businesses or employers of plumbers, gasfitters, roof plumbers, lead burners, ship plumbers and heating, air conditioning or ventilation plumbers, irrigation installer, ladders and plumber's labourers, engaged on site or in construction work who are employed or usually employed in the plumbing industry in executing any plumbing, gasfitting, pipe fitting or domestic engineering work, whether prefabricated or not, or who execute any work in or in connection with:-

- 2.3.1**            sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;

- 2.3.2**            lead, wrought, cast or sheet iron, copper, brass or other classes of pipework;

- 2.3.3**            water (hot or cold), steam, gas, air vacuum, heating or ventilating appliances, fittings, services or installations; and

- 2.3.4**            house, ship, sanitary, chemical or general plumbing or drainage; and

- 2.4**            the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia 128v (CEPU)(**union**). On the condition that the union has given notice under Section 183 of the *Fair Work Act 2009* (C'th)(**FW Act**) that it wants the Agreement to cover it and in accordance with Section 201(2) of the FW Act, the Fair Work Commission (**FWC**) has noted that the Agreement covers the union.

- 2.5**            The terms of this agreement will **not apply** to:-

- 2.5.1**            the employment of sprinkler fitters by an employer covered by the *Plumbing and Fire Sprinklers Award 2010 (PFS Award)*; and / or

- 2.5.2**            to employees principally engaged in installing automatic fire protection systems; and / or

- 2.5.3**            employees of the employer employed full-time in the service and maintenance operations, and / or

- 2.5.4 employees employed full-time as a project manager, an estimator or in drafting; and / or
- 2.5.5 the cottage / housing industry.

### **3. LODGEMENT AND DATE OF OPERATION OF THE AGREEMENT**

3.1 This Agreement shall be lodged in accordance with the *Fair Work Act 2009*.

3.2 This Agreement shall remain in force until 31 October 2019.

#### **Variation of the Agreement**

3.3.1 Should the employer intend to make an application under the FW Act, seeking to vary the Agreement, the employer shall advise the union (in writing), of the proposed variation and the union shall be given an opportunity of meeting with the employees concerned about the variation.

3.3.2 Such meeting shall take place prior to the employees being requested to vote (under Section 208 of the FW Act) on the proposed variation.

#### **Termination of the Agreement**

3.4.1 Should the employer intend to make an application under the FW Act, seeking to terminate the Agreement, the employer shall advise the union (in writing), of the proposed application to terminate the Agreement and the union shall be given an opportunity of meeting with the employees concerned about the proposed application for termination.

3.4.2 Such meeting shall take place prior to the employees being requested to vote (under Section 219 of the FW Act) on the proposed termination.

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

### **4. NO EXTRA CLAIMS AND INCREASES TO WAGES AND ALLOWANCES**

4.1 The rates of pay and allowances as provided in Appendix A – Wages, Fares Allowance and Travel Allowance shall apply to all employees covered by this Agreement.

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

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

4.4 It is agreed that there be no increase to wages and allowances, other than contained in the Agreement, prior to 31 October 2019.

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

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

**4.7** Unless otherwise specified, increases in Wages and Allowances in the Agreement will accrue from the first full pay period commencing on or after 1 March 2016.

**5. COMPLETE AGREEMENT – EXCLUSION OF THE AWARD AND OTHER CONDITIONS**

**5.1** The Agreement is intended to cover all matters pertaining to the employment relationship and all matters pertaining to the employer's relationship with the union.

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

**5.3** The Agreement regulates all terms and conditions of employment and expressly excludes and displaces the operation of any and all other matters and conditions of employment in the PFS Award or agreement.

**6. POSTING OF AGREEMENT**

**6.1** A copy of the Agreement will be made available to employees.

**7. INTENTIONS OF THE PARTIES**

**7.1** The intentions of the parties in reaching the Agreement are to:-

**7.1.1** provide for an efficient, progressive and prosperous plumbing employer for the benefit of the employer and its employees;

**7.1.2** improve job satisfaction and continuity of employment for workers;

**7.1.3** create a co-operative and productive employer environment;

**7.1.4** maintain a safe working environment; and

**7.1.5** ensure the integrity of structured training consistent with national competency standards.

**8. WORKPLACE FLEXIBILITY**

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

**8.1** Notwithstanding any other provision of the Agreement, the employer and an individual employee may agree to vary the application of certain terms of the Agreement to meet the genuine individual needs of the employer and the individual employee (Individual Flexibility Agreement



(IFA)). The terms the employer and the individual employee may agree to vary the application of are those permitted under section 172 of the FW Act, and relates only to:

- 8.1.1** arrangements for when work is performed;
- 8.1.2** salary sacrifice arrangements
- 8.1.3** reduction in ordinary hours and
- 8.1.4** are not unlawful terms under section 194 of the FW Act
- 8.2** The employer and the individual employee must have genuinely made the IFA without coercion or duress. An IFA can only be entered into after the individual employee has commenced employment with the employer.
- 8.3** The IFA between the employer and the individual employee must:
  - 8.3.1** be confined to a variation in the application of one or more of the terms listed in Clause 8.1; and
- 8.4** The IFA between the employer and the individual employee must also:
  - 8.4.1** be in writing, name the parties to the IFA and be signed by the employer and the individual employee and, if the employee is under eighteen (18) years of age, the employee's parent or guardian;
  - 8.4.2** state each term of the Agreement that the employer and the individual employee have agreed to vary;
  - 8.4.3** detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - 8.4.4** detail how the IFA results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - 8.4.5** state the date the agreement commences to operate.
- 8.5** The employer must give the individual employee a copy of the IFA and keep the IFA as a time and wages record within fourteen (14) days.
- 8.6** Except as provided in Clause 8.4.1 the IFA must not require the approval or consent of a person other than the employer and the individual employee.
- 8.7** An employer seeking to enter into an IFA must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.8** The IFA may be terminated:
  - 8.8.1** by the employer or the individual employee giving no more than twenty eight (28) days' notice of termination, in writing, to the other party and the IFA ceasing to operate at the end of the notice period; or

8.8.2 at any time, by written agreement between the employer and the individual employee.

## 9. **DEFINITIONS**

**All-purpose allowances** are payable for all purposes of the Agreement and are part of the gross weekly ordinary all-purpose rates of pay and must be included as appropriate when calculating all payments including, but not limited to, payments for overtime, annual leave, sick and personal leave, annual leave loading, public holidays, shift penalties, weekend penalties and payments on termination.

**Code** means the Building Code 2013 (C'th), or the Building and Construction Industry (Fair and Lawful Building Sites) Code 2014 (C'th), as operative, and as varied or replaced from time to time.

**Construction work** means all work performed under this Agreement in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures, including the prefabrication of work performed in plumbing workshops.

**Consult** means more than one party telling another party what it is that he or she is going to do. The word (or act) involves, at the very least, the giving of information by the employer, the response to that information by another other party (whether that party be the employees or the union) and the consideration by the employer of that response. The right to be consulted is a substantive right, it is not to be treated perfunctorily or as a mere formality. Inherent in the obligation to consult is the requirement to provide a genuine opportunity for the affected party to express a view about a proposed change in order to seek to persuade the decision maker to adopt a different course of action.

**Continuous service** means a period of continuous employment regardless of an employee's absence from work for any of the following reasons:

- illness or accident up to a maximum of four (4) weeks after the expiration of paid personal leave;
- any paid leave entitlement taken (e.g. annual leave, jury service, public holiday, personal leave, long service leave, etc.);
- injury received during the course of employment and up to a maximum of fifty-two (52) weeks for which the employee received workers' compensation;
- any other absence from work except where the employer notifies the employee in writing that his/her service has been broken;
- for accrual of annual leave, see Clause 41 – Annual leave; or
- any other leave authorised by the employer or available under this Agreement.

**Continuous shift worker** means an employee engaged to work in a system of continuous shifts throughout twenty-four (24) hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) who is regularly rostered to work those shifts.

**Cottage / housing industry** means the erection, repair, renovation, maintenance, ornamentation or demolition of a single occupancy dwelling and multiple occupancy residential units of not more than two (2) living levels in height.

**FW Act** means the *Fair Work Act 2009*.

**FWC** means the *Fair Work Commission*

**GTS / LHC** means either a Group Training Scheme, or a labour hire company

**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:

- 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.
- 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 thirty two (32) volts AC and DC including the associated wiring for such equipment and all other components required to form a complete system of irrigation.
- 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.
- associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.
- nothing in this definition authorises an irrigation installer to perform work which requires certification or registration unless that person holds such certification or registration pursuant to the appropriate State legislation or regulations.

**Lagger** means a person that insulates or clads ducts, pipes, valves or any other thing used in or in connection with the plumbing and air conditioning industry for the protection of thermal and or acoustics.

**Leading hand** means an employee who is given by the employer, or his/her agent, the responsibility of directing and/or supervising the work of other persons, or in the case of only one person, the specific responsibility of directing and/or supervising the work of that person.

**Ordinary rate** means the relevant Hourly Rate specified in Appendix A – Wages, Fares Allowance and Travel Allowance. For the purposes of clarity:- **time and a half** means the hourly rate plus fifty per cent (50%); **double time** means the hourly plus one hundred per cent (100%); **double time and half** means the hourly rate plus one hundred and fifty per cent (150%).

**OHS Act** means the *Occupational Health and Safety Act 2004* as amended or replaced from time to time.

**PFS Award** means the *Plumbing and Fire Sprinklers Award 2010*.( MA000036)

**Plumber – Registered** means an employee employed by the employer who has satisfactorily completed a plumbing trades' apprenticeship and is registered with the Victorian Building Authority (**VBA**) to carry out some, or all, of the main classes of plumbing and / or the specialist classes of plumbing in accordance with the regulatory system.

**Plumber – Provisional Registration** means an employee employed by the employer who has satisfactorily completed a plumbing trades' apprenticeship, but has not yet been registered with the VBA as a Plumber - Registered.

**Plumbers' labourer** means a person primarily engaged to perform general labouring, unloading of materials and generally assisting a plumber, providing that any work done by a labourer is not covered by registration of any class of plumbing.

**RTO** means a Registered Training Organisation.

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

**VBIDP** means the Victorian Building Industry Disputes Panel

## **PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

### **10 CONSULTATION**

**10.1** This Clause applies if the employer:-

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

**10.1.2** Subject to Clause 31.2, proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### **Major Change**

**10.2** For a major change referred to in Clause 10.1.1:

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

**10.2.2** Clauses 10.3 to 10.9 apply.

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

**10.4** If:

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

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

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

- 10.5.1** discuss with the relevant employees:
- 10.5.1(a)** the introduction of the change; and  
**10.5.1(b)** the effect the change is likely to have on the employees; and  
**10.5.1(c)** measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 10.5.2** for the purposes of the discussion—provide, in writing, to the relevant employees:
- 10.5.2(a)** all relevant information about the change including the nature of the change proposed; and  
**10.5.2(b)** information about the expected effects of the change on the employees; and  
**10.5.2(c)** any other matters likely to affect the employees.
- 10.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.8** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the employer of the employer, the requirements set out in Clause 10.1.1, 10.1.3 and 10.1.5 are taken not to apply.
- 10.9** In this Clause, a major change is *likely to have a significant effect on employees* if it results in:
- 10.9.1** the termination of the employment of employees; or
- 10.9.2** major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 10.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 10.9.4** the alteration of hours of work; or
- 10.9.5** the need to retrain employees; or
- 10.9.6** the need to relocate employees to another workplace; or
- 10.9.7** the restructuring of jobs.
- Change to regular roster or ordinary hours of work**
- 10.10.1** For a change referred to in Clause 10.1.2:
- 10.10.2** the employer must notify the relevant employees of the proposed change; and
- 10.10.3** Clauses 10.11 to 10.15 apply.
- 10.11** The relevant employees may appoint a representative for the purposes of the procedures in this term.

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

**relevant employees** means the employees who may be affected by a change referred to in Clause 10.1.

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

## **11. CONSULTATIVE MECHANISMS**

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

## **12. SITE SAFETY CONSULTATIVE MECHANISMS**

### **Safety supervisor**

- 12.1** On every job site, where the employer is the principal contractor it shall appoint a member of its staff to act as the Safety Supervisor. The Safety Supervisor shall be given the necessary authority to

ensure that all safety laws, procedures or Codes of Practice are observed, and that the following Safety Agreement is applied.

- 12.2** The person appointed shall be experienced in the work being performed. Other duties may be assigned by the employer to a Safety Supervisor, provided that such duties shall not prevent him/her from exercising his/her duties as a Safety Supervisor.

#### **Workplace Health and Safety Representatives**

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

#### **Duties of Safety Supervisor and Health & Safety Representative/s**

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

#### **Safety Committee**

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

### **13. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS**

This procedure shall be followed in good faith and without unreasonable delay. If an issue is not settled by observance of this procedure, or if the procedure is disregarded by either party, the matter may be submitted to the Victorian Building Industry Disputes Panel (**VBIDP**) for resolution. Nothing in this Agreement shall take precedence over the OHS Act.

Parties to the resolution of issues

- 13.1** The employer must nominate management representatives who are responsible for dealing with specified health and safety issues, and must, so far as is practicable:

- 13.1.1** notify the Employees of the nominations in the manner that is, and in the languages that are, appropriate; and
- 13.1.2** notify in writing the health and safety committee of the nominations.

- 13.2** At any stage in the resolution of an issue, any party may call in the employee/employer representative or advisor to assist the parties to resolve the issue.

**Procedure for reporting issues**

- 13.3** If an employee wishes to raise a health and safety issue in a workplace, that employee must report it to the health and safety representative or the employer's supervisor.
- 13.4** If the health and safety representative is not able to be contacted, an employee wishing to raise a health and safety issue in a workplace, must report it to the employer's safety supervisor or another employer representative.
- 13.5** An employee may take all steps that are necessary, including leaving the employee's part of the workplace, to report an issue.
- 13.6** If the employer identifies a health and safety issue it may report it to the health and safety representative.

**Procedure for resolving issues**

- 13.7** As soon as possible after an issue has been reported, the employer's safety supervisor or another management representative and the health and safety representative must meet and try to resolve the issue.
- 13.8** The resolution of the relevant issue must take into account any of the following factors that may be relevant:
  - 13.9.1** whether the hazard or risk can be isolated;
  - 13.9.2** the number and location of Employees affected by it;
  - 13.9.3** whether appropriate temporary measures are possible or desirable;
  - 13.9.4** whether environmental monitoring is desirable;
  - 13.9.5** the time that may elapse before the hazard or risk is permanently corrected;
  - 13.9.6** who is responsible for performing and overseeing the removal of the hazard or risk.
- 13.10** If any party involved in the resolution of the issue requests, the details of the issue and all matters relating to its resolution must be set out in writing by the employer to the satisfaction of all parties.
- 13.11** As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected employees in an appropriate manner.



#### **Direction to cease work**

- 13.12** If:
- 13.12.1** an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an employer; and
  - 13.12.2** the issue concerns work which involves an immediate threat to the health or safety of any person; and
- 13.13** given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in Clause 13.3 of this Agreement;
- the employer or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.
- 13.14** During any period for which work has ceased in accordance with such a direction, the employer may assign any Employees whose work is affected to suitable alternative work.

#### **Inspector may be requested to attend workplace**

- 13.15** If an issue is not resolved under Clause 13.3 of this Agreement, within a reasonable time, or an issue is the subject of a direction under Clause 13.12 of this Agreement that work is to cease, any of the parties attempting to resolve the issue may ask the relevant health and safety authority to arrange for an inspector to attend at the workplace as soon as practicable to enquire into the issue.
- 13.16** If:
- 13.16.1** the inspector issues a prohibition notice; or
  - 13.16.2** otherwise determines that there was reasonable cause for employees to be concerned for their health or safety,
- an employee who, as a result of the issue arising, does not work for any period pending its resolution but would otherwise be entitled to be paid for that period continues to be entitled to be paid for that period if relocation is not available.

#### **Rectification of safety hazard**

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

## **14. DISPUTES RESOLUTION PROCEDURE**

**This Agreement recognises the union as a legitimate representative of the employees covered by this Agreement.**

- 14.1** A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Agreement or disputes concerning the National Employment Standards or incidental to the operation of the Agreement should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement or disputes concerning the National Employment Standards (or any other dispute related to the employment relationship) shall be dealt with according to the following procedure.
- 14.2** In the event of any work related grievance arising between the employer and an employee or employees, the matter shall be dealt with in the following manner where at each step an employee may be represented including for the purposes of a formal determination procedure by FWC:
- 14.2.1** The matter shall be first submitted by the employee/s or his/her employee representative or other representative to the site foreperson, supervisor or the other appropriate site representative of the employer, and if not settled, to a more senior employer representative.
- 14.2.2** Alternatively, the employer may submit an issue to the employee/s who may seek the assistance and involvement of the employee representative or other representative.
- 14.2.3** Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- 14.2.4** If still not resolved, there may be discussions between the relevant Employee Representative official (if requested by the employee/s), or other representative of the employee, and senior employer representative.
- 14.2.5** The relevant Employee Representative commits to make him / herself available to be involved at any stage of the procedure as required, or in respect of any potential dispute.
- 14.2.6** Should the matter remain unresolved either of the parties or their representative shall refer the dispute at first instance to the VBIDP (which shall deal with the dispute in accordance with the Panel Charter).
- 14.2.7** Either party may, within fourteen (14) days of a decision of the Panel, refer that decision to the FWC for review. The FWC may exercise its conciliation and / or arbitration powers in such review.
- 14.3** Any outcome determined by the VBIDP or the FWC pursuant to this procedure will not be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the FW Act or the *Building and Construction Industry Improvement Act 2005*.
- 14.4** This procedure shall be followed in good faith without unreasonable delay.

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

#### **Conciliation**

- 14.6.1** The person(s) who raised the dispute, or his or her expressly nominated representative (or agent), may refer the dispute to the FWC for private conciliation.

- 14.6.2** Before the process commences the FWC may confer with the parties informally about matters of procedure, such as:

- 14.6.2(a)** the presentation of each side's position (whether oral or in writing);
- 14.6.2(b)** confidentiality requirements;
- 14.6.2(c)** representation at the private conciliation;
- 14.6.2(d)** timing, location and duration of the conciliation;
- 14.6.2(e)** whether a telephone conference is all that is needed in the first instance; and
- 14.6.2(f)** any further particulars about the FWC's role in relation to establishing procedures.

- 14.7** Subject to the preceding clause, it is agreed that the FWC will observe confidentiality about all aspects of the dispute, and, consistent with its expected role to this point, may do such things as:

- 14.7.1** help the parties identify and define the matters in dispute;

- 14.7.2** help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;

- 14.7.3** where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively; and

- 14.7.4** act as the facilitator of direct negotiations between the parties.

- 14.8** The parties further agree that during the conciliation, the FWC may, at its discretion, discuss the matter(s) in dispute privately with any of the parties to the dispute or their representatives. The FWC shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised to do so.

- 14.9** If the FWC is of the view that having completed the above process the matter(s) in dispute remains unresolved, it may:

- 14.9.1** make suggestions for resolution of the dispute;

- 14.9.2** express opinions as to what would constitute a reasonable resolution of the dispute, or any part thereof; or

- 14.9.3** if the matter in dispute is not resolved, it may within seven (7) days of notice of termination provide a written report to the parties expressing the FWC's opinion of what would constitute a reasonable resolution of the dispute, or any part thereof.

**14.10** Any function performed by the FWC in this regard is advisory only, and is not binding upon the parties.

**Formal Determination**

**14.11** If the matter(s) in dispute remain unresolved the FWC may make a formal determination.

**14.12** The parties agree to abide by the determination.

**14.13** An employee/s may be represented for the purposes of a formal determination procedure by the FWC.

**14.14** Before making its determination the FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute. In making its determination the FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in mediation.

**14.15** The FWC can make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.

**14.16** The FWC will provide the determination in writing to the parties as quickly as practicable after hearing the parties. A determination of the disputed matter or matters will not constitute an order by the FWC under the FW Act.

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

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

**PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

**15. GENERAL**

**15.1** Employees (excepting Apprentices) under this Agreement will be employed either as full-time employees on daily hire or casual employees.

**15.2** At the time of engagement the employer will inform each employee of the terms of their engagement, in particular, whether they are to be full-time on daily hire or a casual employee.

**16. FULL-TIME EMPLOYEES ON DAILY HIRE**

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

**Daily Hire**

**16.2** The following provisions will apply to daily hire employees:

- 16.2.1** One (1) days' notice of termination of employment will be given by either party or one (1) day's pay must be paid or forfeited;
- 16.2.2** Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work;
- 16.2.3** A tradesperson will be allowed one (1) hour prior to termination to gather, clean, sharpen, pack and transport tools; and
- 16.2.4** Nothing in this Clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.
- 16.3** This Clause will not apply to employees engaged as an Apprentice.

**17. CASUAL EMPLOYEES**

- 17.1** The Enterprise will not engage employees as casual employees merely to avoid an obligation under this Agreement.
- 17.2** A casual employee is an employee engaged and paid as such.
- 17.3** In addition to the appropriate rate for the type of work, a casual employee will be paid an additional twenty-five percent (25%) of the hourly rates with a minimum payment for eight (8) hours' employment.
- 17.4** The casual loading prescribed in subclause 17.3 will be paid to relevant employees in lieu of paid leave and notice on termination.
- 17.5** Where a casual worker employed by the enterprise is employed for a consecutive period of four weeks, upon completion of the fourth week the employee will automatically become a permanent employee of the enterprise.
- 17.6** The enterprise will not take any step to prevent an employee becoming permanent in order to avoid the effect of clause 17.5

**18. EMPLOYER AND EMPLOYEE DUTIES**

- 18.1** The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de - skilling.
- 18.2** It is understood that during periods of peak load it is a common practice for an employer to source plumbers from other plumbing employers for the purpose of supplementing their own labour force.

**19. APPRENTICES**

**General**

- 19.1** Apprentices will be engaged as a full time weekly hire employee for a period of four (4) years or, for the remainder of their apprenticeship.
- 19.2** Except where it is inconsistent with this clause, the provisions of the *Education and Training Reform Act 2006* (Vic) will apply to Apprentices.

**Terms, Conditions, Amounts and Allowances**

- 19.3** Apprentices will be entitled to all terms, conditions of employment, amounts and allowances as prescribed in this Agreement (including fares and travelling time in accordance with Appendix A – Wages, Fares Allowance and Travel Allowance at the full rate unless otherwise prescribed by this clause.
- 19.4** In determining the wages to be paid to an apprentice, any credit applicable to the term of the apprenticeship will be counted as part of the term of the apprenticeship already completed.
- 19.5** Apprentices will be paid all wages and allowances as specified by this Agreement for time spent attending a Registered Training Organisation (RTO) in the course of their apprenticeship. All time spent attending the RTO in the course of the apprenticeship will count as time served for all purposes
- 19.6** Clauses 21 – Termination of Employment and Clause 32 – Presenting for work but not required, of the Agreement will not apply to Apprentices.
- 19.7** The apprentice will be released by the employer to attend an RTO during ordinary hours of work for the purposes of undertaking the off-the-job component of the apprenticeship without loss of pay (including fares and travel time allowances).

**Reimbursement of Tuition Fees**

- 19.8** Apprentices attending a RTO will be reimbursed tuition fees and cost of materials paid by the apprentice in respect of their training at the end of each year.
- 19.9** Reimbursement (in accordance with Clause 19.8) will be subject to presentation of evidence:-
- 19.9.1** supporting the satisfactory completion of such training; and
- 19.9.2** evidence of payment.
- 19.10** Where an apprentice termination occurs by mutual agreement or redundancy, the apprentice shall be entitled to a reimbursement for tuition fees and course materials for all schooling that has been successfully completed up to the termination date.
- 19.11** Reimbursement (in accordance with Clause 19.8), will not “double dip” any government subsidy, reimbursement payment by another employer, or similar payments to which the apprentice may be entitled. Not including any government allowances for tools or equipment.

## **Termination of Employment**

### ***Notice specifying day of termination***

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

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

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

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

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

- 19.11.2(a)** the time between giving the notice and the day of the termination is at least the period (the ***minimum period of notice***) worked out under Clause 19.11.3; or
- 19.11.2(b)** the employer has paid to the apprentice (or to another person on the apprentice's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the apprentice (or to another person on the employee's behalf) at the full rate of pay for the hours the apprentice would have worked had the employment continued until the end of the minimum period of notice.

- 19.11.3** Work out the minimum period of notice as follows:

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

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

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

### ***Notice of termination by an apprentice***

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

### **Job search entitlement**

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

### **Redundancy**

**The provisions of this Clause do not apply when the employee completes the approved training contract and cannot be placed in to employment with the employer.**

#### ***Entitlement to redundancy pay***

- 19.12.1** An apprentice is entitled to be paid redundancy pay by the employer if the apprentice's employment is terminated, prior to the completion of the apprentice's training contract and such termination:-

**19.12.1(a)** is at the employer's initiative, because the employer no longer requires the job done by the apprentice to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

**19.12.1(b)** because of the insolvency, or bankruptcy, of the employer.

#### ***Amount of redundancy pay***

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

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



### **Variation of redundancy pay for other employment or incapacity to pay**

**19.12.3** This Clause applies if:-

**19.12.3(a)** an apprentice is entitled to be paid an amount of redundancy pay by the employer because of Clause 19.12 and the employer:-

- 19.12.1(a)(i)** obtains other acceptable employment for the employee; or
- 19.12.1(a)(ii)** cannot pay the amount.

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

**19.12.3(c)** The amount of redundancy pay to which the employee is entitled under Clause 19.12.2 is the reduced amount specified in the determination.

### **Exclusions from obligation to pay redundancy pay**

**19.12.4** Clause 19.12.2 does not apply to the termination of an employee's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination as described in Clause 19.11 (whichever happened first):

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

### **Employee leaving during notice period**

**19.12.5** An apprentice 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 apprentice will not be entitled to payment instead of notice.

**19.13** The employer will make reasonable attempts to identify an alternative employer with whom the Apprentice will complete the period of the indenture or contract of training.

**19.14** Where the employer identifies a suitable, alternative employer in accordance with Clause 19.13, the employer will have no obligations with respect to Clause 19.12.

**19.15** Clauses 19.12, 19.13 and 19.14 will not apply where the Apprentice is terminated for reason of misconduct or insufficient/unsatisfactory performance

## **20 SHAM CONTRACTING**

**20.1** The employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of employees covered by this Agreement.

**20.2** For the purpose of this Clause:-

**Contractor** means a person, company or business and includes labour hire companies and sub-contractors; and

**Work** means work covered by the Agreement which might ordinarily be performed by current or future employees of the employer under this Agreement.

- 20.3** Where the employer makes a definite decision to engage Contractors to perform Work the employer must first consult in good faith with potentially affected employees and their representatives, in accordance with Clause 10 - Consultation.
- 20.4** The employer agrees to consult with potentially affected employees as soon as practicable and not less than fourteen (14) days' before the commencement of the Work by the Contractors. If for any reason this does not occur, or if the employer has less than fourteen (14) days' notice of the need to commence the work, consultation will occur as soon as practicable - and in any case not more than fourteen (14) days after the Contractors commence work.
- 20.5** Without limiting the employer's obligation under Clause 10.5, the employer must provide the employees and their representatives the following information in writing:-
- 20.5.1** the name of the proposed Contractor(s);
- 20.5.2** the type of work proposed to be given to the Contractors(s) ;
- 20.5.3** the number of persons and qualifications of the persons the proposed Contractor(s) may engage to perform the work;
- 20.5.4** the likely commencement date of the proposed Contractor(s) ;
- 20.5.5** the likely duration of this engagement; and
- 20.5.6** expected effects, if any, of the engagement of the proposed Contractor(s) on employees.
- 20.6** If the employer engages a Contractor to do Work the employer will make it a condition of the engagement that the Contractor apply wages and conditions that are no less favourable than those provided for in this Agreement.
- 20.7** If the employer allows a Contractor to sub-contact Work the employer will make it a condition of allowing the Work to be sub-contracted that the Contractor guarantees that persons performing the sub-contracted work will receive wages and conditions that are no less favourable than those provided for in this Agreement.
- 20.8** Clause 20.6 will not apply where the employer is contractually obliged by the head contractor / client to engage a specific nominated Contractor to do specialist work. However, this exception will not apply if the specific nominated Contractor is allowed to sub-contract any portions of the work for which it has been contracted by the employer.
- 20.9** In the event of a dispute about whether consultation has occurred under this clause, the employee or the union may refer the matter to the VBIDP to determine. Nothing in this Clause will be taken to in any way limit, prevent or delay the commencement of work by contractors or employees, or provide justification for work to cease pending determination by the VBIDP. Any commencement of work will not prejudice the outcome of the dispute. The VBIDP's determination shall be final

and binding on the Parties (and there shall be no right of review by the FWC in respect of such a decision).

- 20.10** The employer will not contravene the sham contracting provisions in Part 3-1, Division 6 of the FW Act.

**What is the difference between an employee and a sub - contractor / independent contractor?**

- 20.11** The following information is provided as a tool to all persons / organisations covered by the Agreement.

- 20.12** The information provided in Clause 20.13 and 20.14 was correct at the time that the Agreement was approved by the FWC.

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

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

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

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

## **21. TERMINATION OF EMPLOYMENT**

**This clause does not apply to an Apprentice**

- 21.1** One (1) days' notice of termination of employment will be given on either side or one (1) days' pay will be paid or forfeited.
- 21.2** The notice period provided in this Clause will not apply where an employee is dismissed on grounds which justify termination without notice i.e. wilful misconduct or refusal of duty.
- 21.3** It is the employer's prerogative to determine the order or selection of employee/s for termination or redundancy subject always to the following:
- 21.3.1** all relevant legislation will be observed;
- 21.3.2** the ability of employees - within classifications, experience or skills held - be considered by the employer in selecting employees for redundancy;
- 21.3.3** the dispute settlement procedures set out in Clause 14 – Disputes Resolution Procedure of this Agreement, will apply in the event of any concerns regarding redundancy.
- 21.4** A tradesperson will be allowed one (1) hour prior to termination to gather, clean, sharpen, pack and transport his/her tools.

### **Employee to be paid entitlements**

- 21.5** On termination of employment by either the employer or employee in accordance with this clause, the employee will receive all entitlements under this Agreement that are owing to the employee on the last day of employment. Where the employer fails to make available all Agreement entitlements, along with a separation certificate, paid employment will continue until such time all such entitlements and separation certificate are forwarded to the employee.

### **Portable sick leave on termination**

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

## **22. REDUNDANCY**

**This clause does not apply to an Apprentice**

### **Definitions**

**22.1** For the purposes of the Agreement:-

**Redundancy** means a situation where an employee ceases to be employed by the employer other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning.

**Week's pay** means the relevant Total Weekly Rate as prescribed by Appendix A – Wages, Fares Allowance at the time of termination for the employee concerned.

### **Redundancy protection**

**22.2** The employer shall participate in a Redundancy Protection Scheme and shall make relevant contributions on behalf of all employees to provide for the payment of redundancy benefits to employees.

**22.3** The benefits to be provided to the Employees shall be equivalent to the benefits provided by the Incolink Redundancy Protection Scheme.

**22.3** The particular Redundancy Protection Scheme to be provided shall be agreed between the majority of employees and the employer. The Incolink Redundancy Protection Scheme or a similar scheme providing equivalent benefits shall be taken as agreed to by the majority of employees and the employer for the purpose of this clause.

**22.4** Where the employer is a member a fund of which Redundancy Payment Central Fund Ltd (Incolink) is trustee (such as one of the Redundancy Payment Approved Worker Entitlement Fund(s)), howsoever numbered (the appropriate Incolink Fund), all the employees of the employer within the scope of this Agreement will be enrolled in the appropriate Incolink Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.

**22.5** The employer shall pay contributions to the appropriate Incolink Fund on behalf of each employee in accordance with the Trust Deed. If Incolink nominates any other Australian Taxation Office (ATO) approved fund pursuant to its Trust Deed the employer shall pay contributions to that fund on behalf of each employee in accordance with the constituting documents of that other fund.

**22.6** The redundancy payments which the employer is liable to pay are whichever are the greater of the entitlement of the employee as per Clause 22.4 and the entitlement of the employee under the appropriate Incolink Fund Trust Deed (or under the constituting documents of any other ATO approved fund nominated by Incolink pursuant to its Trust Deed).

**22.7** The liability of the employer to pay redundancy payments to an employee under this Clause will be met by the making of the contributions on behalf of each employee required as a member of the appropriate Incolink Fund, or another ATO approved fund nominated by Incolink pursuant to its Trust Deed.

**22.8** References in this Clause to the appropriate Incolink Fund include a reference to another fund for comparable purposes nominated by Incolink for the purposes of this Agreement as a fund which meets the requirements of an appropriate Incolink Fund.

**22.9** The provisions of this clause will not result in any 'double dipping' in respect to benefits payable to an employee.

**22.10 Redundancy funds**

**22.10.1** This Clause will be read in conjunction with Clause 22.2 of this Agreement except that where there is any inconsistency; Clause 22.2 of this Agreement will prevail.

**22.10.2** An employer bound by this Agreement may utilise a fund to meet all or some of the liabilities created by this clause. Where:-

**22.10.3** the employer utilises such a fund, payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay will be set off against the liability of the employer under this clause, and the employee will receive the fund payment or the Agreement benefit whichever is the greater but not both; or

**22.10.4** a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund will, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee will be made in accordance with the rules of the fund or any agreement relating thereto and the employee will be entitled to the fund benefit or the Agreement benefit whichever is greater but not both.

**Redundancy pay**

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

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

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

- 22.12** 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.

#### **Casual employees and Apprentices**

- 22.13** Any period of service as a casual employee will not entitle an employee to accrue service in accordance with this Clause for that period.

- 22.14** Service as an Apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this Clause if the employee completes an apprenticeship and remains in employment with the employer for a further twelve (12) months.

#### **Employee leaving during notice**

- 22.15** An employee whose employment is to be terminated in accordance with this Clause may terminate his or her employment during the period of notice and if this occurs, will be entitled to the provisions of this Clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment in lieu of notice.

### **PART 4 – REMUNERATION AND PAYMENT OF WAGES**

#### **23. PAYMENT OF WAGES AND TIME RECORDS**

##### **Payment of Wages**

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

##### **Payment on termination**



- 23.7** Subject to Clause 23.8, when notice of termination of employment has been given by the employee, or an employee's services has been terminated by the employer, payment of all wages and other monies owed to the employee will be made on the day concerned.
- 23.8** Where it is impractical to comply with Clause 23.7, the employer shall pay the employee by no later than the normal pay period as prescribed in Clause 23.4.

#### **Payslips**

- 23.9** Particulars of details of payment to each employee will be provided in a statement handed to the employee at the time payment is made and will contain the following information:
- name and classification of the employee;
  - date of payment;
  - period covered by such payment;
  - the number of ordinary hours worked;
  - the amount of wages for work at ordinary rates and the hourly rate;
  - the gross amount of wages and allowances paid;
  - the amount of each deduction made and the name of the fund or account to which it was paid;
  - the net amount of wages and allowances paid;
  - the number of hours paid at overtime rates, the hourly rate(s) and the total amount paid;
  - the amount of allowances or special rates paid and the nature thereof;
  - annual leave loading payments;
  - payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays;
  - the employee's superannuation fund name, account number and amount of contributions made to it;

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

- the employee's long service leave registration number.

#### **Time Records**

- 23.10** The employer will keep a record for a continuous period of seven (7) years from which can be readily ascertained the following:
- the name of the employer;
  - the name of each employee and his/her classification;
  - the date of birth of the employee as provided by the employee;
  - the date the employee's employment began;
  - the hours worked each day;
  - when the employee started and ceased work;
  - the rate of remuneration at which the employee is paid;
  - the gross amount of wages and allowances paid;
  - the amount of each deduction made and the nature of it;
  - the net amount of wages and allowances paid;
  - the leave taken by the employee, the employee's entitlement from time to time to that leave, and accrual of leave;



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

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

**23.11** A record must be in a legible form in the English language or in a form that is readily accessible and is convertible into a legible form in the English language.

## **24. SUPERANNUATION**

### **Definitions**

**24.1** For the purposes of the Agreement

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

- the actual ordinary rate of pay;
- any payments by way of earnings that are over and above payments prescribed under this Agreement;
- any casual rates in respect of an employee's ordinary hours of work; and
- any allowance, loading or bonus payable to employees including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (e.g. first aid, laser safety officer, etc), multi-storey allowance, district/location allowance, piecework rates, underground allowance, productivity allowance, site allowances, asbestos eradication allowance, leading hand allowance, in charge of plant allowance, supervisory allowances and daily fares and travel pattern allowance where applicable.

**24.2** Subject to the trust deed to the fund of which an employee is a member, the following provisions shall apply:-

### **Paid leave**

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

### **Unpaid leave**

- 24.2.2** Contributions will not be required in respect of any period of absence from work without pay of one (1) day or more. For the purpose of clarity, where an employee receives a payment for any purpose other than in accordance with Clause 24.2.1, the employee will be deemed to be on unpaid leave.

### **Work related injury or illness**

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

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

**24.2.3(b)** the person remains an employee of the employer.

- 24.3** The employer must be a participating employer in the Construction and Building Unions Superannuation Scheme (**Cbus**). All employees covered by the Agreement (including Apprentices) of the employer shall be enrolled as members in Cbus and be entitled to superannuation benefits in accordance with the terms of the trust deed for Cbus.

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

- 24.4.1** the employer's obligations to make superannuation contributions for employees under this Agreement; and

- 24.4.2** otherwise, an employer's obligations under the Applicable Trust Deed,

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

**24.5** The employer must make superannuation contributions for each employee to Cbus at a rate that is not less than the charge percentage from time to time under the SGAA or any other minimum rate of contribution prescribed by law from time to time (**Minimum Contribution Rate**). Any statutory increases to the Minimum Contribution Rate during the term of this Agreement will be in addition to the respective Ordinary Time Earnings of employees and will not result in any reduction in Ordinary Time Earnings.

**24.6** The level of contributions paid on behalf of each employee will be:-

**Where an employee (except an Apprentice) is absent from work as a result of a work related injury or illness, or long service leave**

**24.6.1**

<b>First pay period commencing on or after</b>	<b>Plumbers</b>	<b>Plumber – Provisional Registration</b>	<b>Irrigation Installer &amp; Lagers</b>	<b>Plumbers Labourer</b>
The date of approval of the Agreement	\$170.00 per week	\$165.00 per week	\$165.00 per week	\$155.00 per week
1 March 2017	\$175.00 per week	\$170.00 per week	\$170.00 per week	\$160.00 per week
1 March 2018	\$180.00 per week	\$175.00 per week	\$175.00 per week	\$165.00 per week
1 March 2019	\$185.00 per week	\$180.00 per week	\$180.00 per week	\$170.00 per week

**In all other circumstances**

**24.6.2** nine and a half percent (9.5%) of an employees' ordinary time earnings.

**24.7** Despite anything to the contrary in this Agreement, the superannuation contributions payable by the employer to Cbus must be paid monthly on the 1st day of each month.

**24.8** Subject to Clause 24.6.2, and without limiting any other provision of this Agreement, the employer shall make superannuation contributions for an employee into the employee's superannuation fund in accordance with Clause 24.2.

**24.9** The minimum amount contained in the Agreement will be the level of contribution to superannuation whilst an employee is on income protection up to a maximum period of fifty two (52) weeks.

**24.10** Where an employee wishes to have their pay salary sacrificed for additional superannuation, the employer will comply with the employee's request without reasonable delay consistent with statutory requirements. All entitlements and benefits contained in this agreement, for the purposes of all contributions shall be calculated on the pre-salary-sacrifice pay.

- 24.11** Despite anything to the contrary in this Agreement:
- 24.11.1** if the employer does not make superannuation contributions for an employee in accordance with this Agreement on the due date for payment, the employer must give that employee and the Applicable Trustee written notice of the non-payment within two (2) business days of the due date for payment and include the following details in that notice:-
- 24.11.1(a)** the reasons for the non-payment;
- 24.11.1(a)(i)** whether the superannuation contributions remain unpaid; and  
**24.11.1(a)(ii)** if the superannuation contributions remain unpaid, when the employer will pay those contributions;
- 24.11.1(b)** unless contrary to any applicable law, the employer must upon request by an employee or the union, allow that employee or the union to during normal business hours:-
- 24.11.1(b)(i)** have full and complete access to any employment or other records that are relevant to determining whether the employer has complied with its obligations under this agreement to make superannuation contributions for the employee and if the employer has not complied, to determine the extent of the non-compliance; and  
**24.11.1(b)(ii)** take copies of any such records
- (for convenience, a **Contributions Records Access**);
- 24.11.1(c)** to the extent permitted by law, in the case of an employee who is a member of the union, that employee is taken to have consented to the disclosure of their personal information to the union for the purposes of:-
- 24.11.1(c)(i)** the union undertaking a Contributions Records Access; and  
**24.11.1(c)(ii)** the requirements of the *Privacy Act 1988* (C'th; and
- 24.11.1(d)** the employer acknowledges and agrees that if it fails to make superannuation contributions for its employees in accordance with this Agreement and otherwise comply with its obligations under an Applicable Trust Deed:
- 24.11.1(d)(i)** any one or more of the affected employees, the union or the Applicable Trustee shall have standing to enforce the employer's superannuation obligations under this agreement, and in the case of the Applicable Trustee, the Applicable Trust Deed including to bring legal proceedings against the employer; and  
**24.11.1(d)(ii)** the employer will be liable to pay the legal costs of any of those parties who bring proceedings against it on a full indemnity basis in the event that that party or parties are successful in the proceedings with the intent that the employer will pay those parties all reasonable legal costs that they have incurred pursuant to the terms that they have agreed with their lawyers.

**24.12** The employer must provide written confirmation of the superannuation contributions made by the employer for an employee on that employee's payslip which must contain full details all types of superannuation contributions (including salary sacrifice) paid on his / her behalf.

**24.13** The obligations provided in Clause 24.11.1(b), are conditional upon the representative of the union (however termed), complying with Part 3 – 4 – Right of Entry under the FW Act.

**25. TRAUMA INSURANCE**

**25.1** The employer shall participate in a trauma policy insurance scheme and shall make relevant contributions on behalf of all employees to provide for the payment of trauma benefits to employees.

**25.2** The benefits required to be provided in the Trauma Policy will be equivalent to or superior to the benefits provided by the Incolink administered lump sum insurance policy as at the date of this agreement.

**25.3** The particular Trauma Policy to be provided shall be agreed between the majority of employees and the employer. The Incolink administered lump sum insurance policy or a similar scheme providing equivalent or superior benefits shall be taken as agreed to by the majority of employees and the employer for the purpose of this clause.

**26. INCOME PROTECTION**

**26.1** The employer shall participate in an income protection scheme and shall make relevant contributions on behalf of all employees to provide for the payment of income protection benefits to employees.

**26.2** The benefits required to be provided in the Income Protection Policy will be equivalent to or superior to the benefits provided by the Incolink Insurance and Income Protection scheme.

**26.3** The particular Protection Policy to be provided shall be agreed between the majority of employees and the employer. The Incolink Leisure Time and Income Protection Insurance Scheme or a similar scheme providing equivalent or superior benefits shall be taken as agreed to by the majority of employees and the employer for the purpose of this clause.

**27. JOURNEY ACCIDENTS**

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

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

**28. ACCIDENT MAKE-UP PAY**

**Definitions**

**28.1** For the purpose of this clause:-

**Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said relevant workers' compensation legislation and the employee's ordinary rate and accrued entitlements prescribed by Clause 31 – Hours of work, or where the incapacity is for a lesser period than one (1) week, the difference between the amount of compensation and the said Agreement rate for that period.

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

**28.3** The employer shall pay accident pay as defined in this clause, during the incapacity of their employee/s arising from any one work-related injury, for a total of fifty-two (52) weeks - irrespective of whether such incapacity is in one continuous period or not.

**28.4** The provisions of this Clause will not result in any 'double dipping' in respect to benefits payable to an employee.

**28.5** The liability of the employer to pay accident pay in accordance with this Clause will arise as at the date of the injury or accident in respect of which compensation is payable under the said relevant workers' compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.

**28.6** In the event that an employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of the employer to pay accident pay as herein provided will cease from the date of such redemption.

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

**29. COMPENSATION OF TOOLS OF TRADE AND CLOTHES**

**29.1** An employee whose clothes, spectacles, hearing aid, or tools have been accidentally damaged, spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and the employer.

**29.2** An employee will be reimbursed by the employer to a maximum of \$1600.00 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, or if the tools are lost or stolen while being transported by the employee at the employer's direction, or 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 his/her own tools will take all reasonable care to protect those tools and prevent theft or loss.

In all circumstances the onus is on the employee to establish that all due care and diligence was exercised to secure the safe storage and transportation of the employee's tools of trade and clothes.

- 29.3** Where an employee is absent from work because of illness or accident and has advised the employer in accordance with Clause 38 – Personal (Sick and Carers) Leave, the employer will ensure that the employee's tools are securely stored during his/her absence. In the event that these tools are lost or stolen, Clause 29.2 applies.
- 29.4** When the 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.
- 29.5** For the purposes of this clause:
  - 29.5.1** Only tools used by the employee in the course of his/her employment will be covered by this clause.
  - 29.5.2** The employee will, if requested to do so, furnish the employer with a list of tools so used.
- 29.6** Reimbursement will be at the current replacement value of new tools of the same or comparable quality.
- 29.7** The employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

### **30. APPLICATION OF SITE AGREEMENTS**

- 30.1** Where a Project Agreement is compliant with the National Building Code and Guidelines, the following shall apply:
  - 30.1.1** where a Project Agreement prescribes rates of pay and conditions to apply across the site which are not less than those contained herein, those rates and conditions will apply and the terms of this Agreement shall be suspended for the purposes of the site; or
  - 30.1.2** where the Project Agreement prescribes a Site allowance, the greater of such allowance shall apply in addition to the rates of pay prescribed by this Agreement, and the terms of this agreement shall continue to apply.

## **PART 5 – HOURS OF WORK AND RELATED MATTER**

### **31. HOURS OF WORK**

**31.1** The ordinary hours of work will be thirty-six (36) hours worked anytime between 6.00 a.m. and 6.00 p.m. Monday to Friday. Starting time will be between 6.00 a.m. and 9.30 a.m. The precise starting time will be arranged between the employer, the employees and the employee representative recognizing the operational requirements of the employer provided always occupational health and safety principles remain paramount. Normal starting time is 7.00 a.m.

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

**31.3** Matters on which agreement may be reached include:

**31.3.1** How the hours are to be averaged in a work cycle;

**31.3.2** The duration of the work cycle;

**31.3.3** Rosters which specify starting and finishing times; and

**31.3.4** Daily maximum hours.

#### **Flexibility of RDOs**

**31.4** The Rostered Days Off (RDO) Schedule at Appendix F – Working Day (RDO) Calendar will be observed.

**31.5** The RDO calendar for subsequent years will be agreed between the parties.

**31.6** Employee/s will receive twenty-six (26) RDOs each year.

**31.7** The employer and a majority of employees and the employee representative may agree on the RDO arrangements allowing flexibility regarding the taking of RDOs. Subject to the RDO Calendar, RDOs will not be banked.

#### **Work cycles**

**31.8** The method for calculating work cycles is that the ordinary working hours will be worked in a ten (10) day/two (2) week cycle, Monday to Friday inclusive, with eight (8) hours worked for each of nine (9) days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which will be taken as a paid day off. The tenth day of the cycle will be known as the RDO and will be taken as outlined below. Payment on such an RDO will include the daily wages, Fares and Travelling Allowance, and any applicable Site Allowance.

**31.9** Provided that twenty-six (26) RDO's will be accrued by an employee in each twelve (12) months continuous service. This will not apply for the period an employee is on unpaid leave.



- 31.10** Each day of paid leave taken and any holiday taken (as prescribed below) occurring during any cycle of two (2) weeks will be regarded as a day worked for accrual purposes. The term each day of paid leave only covers days worked, personal leave, annual leave and public holidays (but not RDOs).
- 31.11** Upon commencement of employment, employees who have not worked, or who are not regarded by reason of this paragraph as having worked a complete ten (10) day/two (2) week cycle, will receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with that employer, and provided that the employees agree, RDOs will be paid in full as they occur. If RDO's are paid in full and there is an accrual shortfall the employee/s will remain in debit with the employer.
- 31.12** At the end of each calendar year or upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that employees then having received more RDOs than they were entitled to will have the relevant amount removed from final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

**32. PRESENTING FOR WORK BUT NOT REQUIRED**

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

**33. OVERTIME**

- 33.1** Excessive overtime will not be worked. The overtime requirement for each project will vary and will be discussed and agreed between the employer and a majority of employees and the employer representative on a project by project basis.
- 33.2** All time worked beyond the ordinary hours of work as prescribed in Clause 31– Hours of work, will be paid as overtime.
- 33.3** In accordance with the decision of the Working Hours Test Case decision, the employer and employees agree that overtime must be capped.

**Apprentices**

- 33.4** Apprentices will be paid overtime at the rate of one and a half times ordinary rate for the first hour and double time thereafter. Work commenced after midnight and prior to commencement of ordinary time will be paid for at the rate of double time.
- 33.5** No Apprentice under the age of eighteen (18) years will be required to work overtime unless the employee so desires.

#### **All other employees**

- 33.6** No Apprentice will, except in an emergency, work or be required to work overtime at times which would prevent his/her attendance at technical school, as required by any statute or regulation applicable to him/her.
- 33.7** Overtime will be paid at double time. Where overtime is necessary employee/s will not be disadvantaged regarding the amount of overtime employee/s may work. This will be reflected in the work roster. Every employee will be entitled to work reasonable overtime on a fair and equitable basis.
- 33.8** Overtime will be calculated by applying the hourly divisor of 1/36th.

#### **All employees**

- 33.9** Employee/s required to work public holidays and/or picnic day will be paid at double time and a half calculated on the ordinary rate provided that an employee required to work any one (1) of the public holiday/s or Sunday or Picnic Day will be paid for not less than four hours work.
- 33.10** Employees required to work on a Saturday will be afforded a minimum of three (3) hours work.
- 33.11** Where Local Government laws prevent a commencement of work at the normal starting time for a Saturday, employees will be paid from their actual commencement time with a minimum of three (3) hours work.
- 33.12** When an employee is required to work overtime for greater than two (2) hours after working ordinary hours, the employee will be paid a meal allowance in accordance with Appendix D – Allowances and Special Rates, plus an additional meal allowance for each subsequent four (4) hours worked. The employer may provide a meal or meals instead of paying any such allowance.
- 33.13** 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 him/her with conveyance to his/her home or to the nearest public transport.

#### **34. CALL-BACK**

- 34.1** An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three (3) hours work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising the employee will not be required to work the full three (3) hours if the job or jobs the employee was recalled to perform be completed within a shorter period.
- 34.2** This Clause will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. This Clause does not apply where an employee is on availability as defined in Appendix D – Allowances and Special Rates.

**35. SHIFT WORK**

- 35.1** The employer and a majority of employees and the employee representative may agree that shift arrangements may be introduced in industry areas outside new construction work.
- 35.2** Where shift work is necessary the following conditions will apply:
- 35.2.1** an employee who works ordinary hours on a day will not be employed on shift at the conclusion of the day's work.
- 35.2.2** starting and finishing times for shift work shall be agreed between the employer and a majority of employees providing starting time for shifts shall not be before 3.00 p.m.
- 35.2.3** where shifts are worked and the employment continues for more than one (1) week the employees shall work five (5) shifts per week of eight (8) hours.
- 35.2.4** entitlements to rostered days off accruing whilst on shifts shall include the appropriate shift rate.
- 35.2.5** a minimum of thirty (30) minutes (exclusive of wash-up time) shall be allowed for a meal during a shift.
- 35.2.6** an employee employed on shift work for less than the normal weekly working hours in any working week will be paid in accordance with the overtime provisions. Provided that in cases where the shift work has continued for more than one (1) week and the job finishes during the currency of a week the employer will pay the shift rate for the time actually worked.
- 35.3** The rate of pay for shift work shall be the ordinary rate plus one hundred percent (100%) except by agreement between the employer and a majority of employees and the employee representative.

**36. WORK BREAKS**

**Meal breaks**

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

**Variation of meal breaks**

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

**Working during meal break**

- 36.3** If the employer requires an employee to work through his/her normal meal break the employee will be paid at the rate of double time until the employee is allowed to take such break.
- 36.4** 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.

### **Daily rest breaks**

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

### **Converting to One Break per Day.**

- 36.6** If only one (1) break is taken at the direction of the employer per day, any time worked after seven and a half hours (7.5) will be deemed as overtime and appropriate penalties will apply. Applicable to Monday to Friday work only.

For example:      Start Time 6.00 a.m. – One Break – penalties apply after 1.30 p.m.  
                         Start Time 7.00 a.m. – One Break – penalties apply after 2.30 p.m.

### **Overtime rest breaks**

- 36.7** Where an employee is required to work two (2) or more hours of overtime after working ordinary hours, the employee will be allowed to take without deduction of pay, a rest break of twenty (20) minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the rest break, the employee will be regarded as having worked twenty (20) minutes more than the time worked and be paid accordingly.
- 36.8** For each four (4) hours of continuous overtime (in addition to Clause 36.5, the employee will be allowed to take also, without deduction of pay, a rest break of thirty (30) minutes in duration. (Note: A meal allowance is also payable under Clause 33.12). In the event an employee does not take the rest break, the employee will be regarded as having worked thirty (30) minutes more than the time worked and be paid accordingly.
- 36.9** For the purpose of this Clauses 36.7 and 36.8 usual ceasing time is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 31 – Hours of work.
- 36.10** When an employee is required to work overtime on a Saturday or Sunday, the employee will be allowed to take without deduction of pay:
- 36.10.1** a rest break of ten (10) minutes in accordance with Clause 36.5; and
- 36.10.2** a rest break of twenty (20) minutes in duration for each completed four (4) hours of overtime worked by the employee.
- 36.11** In the event of an employee continuing to work without taking the rest break in accordance with Clause 36.5, the employee will be regarded as having worked twenty (20) minutes more than the time actually worked and be paid accordingly.
- 36.12** Clauses 36.5 – Daily rest breaks and 36.7 – Overtime rest breaks will not be applicable in the case of an employee who is allowed the rest periods prescribed in Appendix D – Allowances and Special Rates for Hot work or Cold work.
- 36.13** Where an agreement is reached pursuant to Clause 31.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

### **Breaks between working days**

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

## **PART 6 – LEAVE AND PUBLIC HOLIDAYS**

### **37. PUBLIC HOLIDAYS**

- 37.1** Employee/s will be entitled to the following public holidays for the purposes of the Agreement without deduction of pay:
- New Years' Day;
  - Australia Day;
  - Good Friday;
  - Easter Saturday;
  - Easter Sunday
  - Easter Monday;
  - Anzac Day;
  - Queen's Birthday;
  - Labour Day;
  - the Friday before the AFL Grand Final;
  - Melbourne Cup Day;
  - Christmas Day; and
  - Boxing Day;
- 37.2** Subject to the agreement of the employer and a majority of employees employee/s will have the option of replacing the Melbourne Cup Public Holiday with the local race day (e.g. Albury, Mildura, and Wodonga). If this option is applied the replacement day will be paid as a public holiday and Melbourne Cup Day becomes a normal working day for the employee/s concerned.

### **Payment**

- 37.3.1** If an employee has ordinary hours on a public holiday (as prescribed in Clause 37.1) and the employee is absent from his / her employment on that public holiday, the employer will pay the employee their ordinary rate of pay for the ordinary hours usually worked on that day.
- 37.4** When New Years' Day; Australia Day; Anzac Day; Christmas Day and / or Boxing Day is on a Saturday or Sunday or rostered day off, a day in lieu will be observed on the next calendar working day.
- 37.5** Any employee required to work on any of the public holiday/s will be paid at double time and a half calculated on the ordinary rate, provided that an employee required to work any one of the public holiday/s will be paid for not less than four (4) hours work.
- 37.6** An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which will lie upon the employer) will pay the employee a day's ordinary rate for each holiday or each holiday in a group, which falls within ten (10) consecutive calendar days after the day of termination.
- 37.7** Where any two (2) or more of the holidays prescribed in this Clause occur within a seven (7) day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within ten consecutive calendar days after termination, the whole group will be deemed to fall within the ten (10) consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group.

**Family picnic day**

- 37.8** All employees covered by this agreement shall be entitled to Family Picnic Day without loss of pay on the first Monday in December (or other nominated day in Mildura). An employee required to work on family picnic day shall be paid at the rate of double time and one half and paid for not less than four (4) hours work.
- 37.9** Apprentices that are rostered to trade school will be entitled to attend the picnic day without the loss of pay or entitlements.

**38. PERSONAL (SICK AND CARER'S) LEAVE**

- 38.1** Paid personal leave will be available to an employee when they are absent due to:
- 38.1.1** personal illness or injury (sick leave); or
- 38.1.2** for the purpose of caring for or supporting an immediate family member (in accordance with Clause 38.6) or household member who requires care or support because of a personal illness, or injury, of the member or an unexpected emergency affecting the member (carer's leave).
- 38.2** The amount of personal leave to which an employee is entitled is as follows:
- 38.2.1** three (3) days in the first month and then one (1) additional day at the beginning of each of the next seven (7) calendar months, will be available in the first year of employment; and
- 38.2.2** ten (10) days at the beginning of the employee's second and each subsequent year which, subject to Clause 38.5, will commence on the anniversary of engagement.
- 38.3** Unused personal leave will accumulate from year to year.

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

**38.5** If an employee is terminated by the employer and is re-engaged by the employer within a period of six (6) months then the employee's unclaimed balance of personal leave will continue from the date of re-engagement. In such a case the employee's next year of service will commence after a total of twelve (12) months has been served with the employer (excluding the period of interruption in service) since either:

**38.5.1** the employee was first engaged; or

**38.5.2** the anniversary of his/her original engagement;

**38.5.3** as appropriate.

**38.6** The term immediate family includes:

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

of the employee or spouse of the employee.

#### **Sick leave**

**This Clause will be read in conjunction with Clause 39 – Portability of sick leave. In the event of any inconsistency, Clause 39 will prevail.**

**38.7** An employee is entitled to use accumulated personal leave for the purposes of sick leave.

**38.8** In the case of an employee who claims to be allowed paid sick leave in accordance with this Clause for an absence of one (1) day only such employee if in the year the employee has already been allowed paid sick leave on more than one (1) occasion for one (1) day only, the employer may require the employee to produce to the employer a medical certificate of a registered health practitioner that in the health practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. If it is not reasonably practicable for the employee to give the employer a medical certificate the employee may provide a statutory declaration.

#### **Carer's leave**

**38.9** An employee is entitled to use accumulated personal leave to care for members of his/her immediate family or household.

- 38.10** An employee (including a casual employee) may take up to two (2) days unpaid carer's leave for each occasion in accordance with the same requirements for the entitlement to paid carer's leave.

#### **Notice and evidence requirements**

##### **Notice**

- 38.11.1** An employee must give his / her employer notice of the taking of leave under Clause 38.12.
- 38.12** The notice:-
- 38.12.1** must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- 38.12.2** must advise the employer of the period, or expected period, of the leave.

##### **Evidence**

- 38.13** An employee who has given his/ her employer notice of the taking of leave under this Clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:
- 38.13.1** if it is paid personal/carer's leave — the leave is taken for a reason specified in Clause 38.1.1 or Clause 38.1.2;
- 38.13.2** if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Clause 38.10; or
- 38.13.3** if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 40 – Compassionate Leave.

##### **Compliance**

- 38.14** An employee is not entitled to take leave under this Clause unless the employee complies with Clause 38.11 - Notice and evidence requirements

#### **39. PORTABILITY OF SICK LEAVE**

- 39.1** To support the costs of the Incolink scheme the employer has agreed to pay an industry surcharge (in accordance with the Trust Deed) for each employee.
- 39.2** The employer is, and will remain during the life of this Agreement, a participating employer in the Construction Industry Complying Portable Sick Leave Pay Scheme (Incolink PSL Scheme) of which Incolink is trustee, and all the employees of the employer within the scope of this Agreement will be enrolled in the Incolink PSL Scheme and be entitled to sick leave benefits in accordance with the terms of the Trust Deed.
- 39.3** The employer shall pay contributions to the Incolink PSL Scheme on behalf of each employee in accordance with the Trust Deed. If Incolink nominates any other fund, the employer shall pay contributions to that fund on behalf of each employee in accordance with the constituting documents of that other fund.



- 39.4** The Incolink trust fund shall be liable to pay sick leave payments to an employee when the employee is absent from work on sick leave.
- 39.5** The sick leave payments which the employer is liable to pay under are whichever are the greater of the entitlement of the employee under Clause 38.3 of this Agreement and the entitlement of the employee under the Incolink PSL Scheme Trust Deed (or under the constituting documents of any other fund nominated by Incolink under, but in the latter case limited to the amount which Incolink or the employee actually receives from the Insurer under the Trust Deed.
- 39.6** The liability of the employer to pay sick leave payments to an employee under this Clause will be met by the making of the contributions on behalf of each employee required as a participating employer in the Incolink PSL Scheme.
- 39.7** References in this Clause to Incolink PSL Scheme include a reference to another fund for comparable purposes nominated by Incolink as a fund which supersedes the Incolink PSL Scheme.

**40. COMPASSIONATE LEAVE**

**40.1** Compassionate leave is paid leave taken by an employee:

**40.1.1** for the purposes of spending time with a person who:

- 40.1.1(a)** is a member of the employee's immediate family or a member of the employee's household; and
- 40.1.1(b)** has a personal illness, or injury, that poses a serious threat to his or her life; or
- 40.1.1(c)** after the death of a member of the employee's immediate family or a member of the employee's household.

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

- 40.2.1** contracts or develops a personal illness that poses a serious threat to his or her life; or
- 40.2.2** sustains a personal injury that poses a serious threat to his or her life; or
- 40.2.3** dies.

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

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

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

**40.5** An employee who is entitled to a period of compassionate leave because a member of the employee's immediate family or a member of the employee's household has contracted or

developed a personal illness or sustained a personal injury is entitled to start to take compassionate leave at any time while the illness or injury persists.

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

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

## **41. ANNUAL LEAVE**

### **Entitlement**

**41.1** Employees (except casual employees) will be entitled to four (4) weeks of annual leave per annum.

**41.2** An employee working and/or required to work on call for any part of twenty-eight (28) weekends or more in any year of employment will be entitled to an extra week's annual leave.

**41.3** An employee who is a continuous shift worker (as defined) will be entitled to an extra week's annual leave.

**41.4** For the purposes of clarity, an employee will be entitled to a maximum of five (5) weeks of annual leave per annum.

### **Accrual of Annual Leave**

**41.5** Accrual of annual leave will be at the rate of three (3) hours per completed week of service.

**41.6** Annual leave will not accrue during periods that the employee is taking annual leave.

### **Payment**

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

**41.8** In addition to the amount in Clause 41.7, during a period of annual leave an employee will receive a loading of seventeen and one half percent (17.5%) calculated on rates, loadings, and allowances prescribed at Appendix B – Fares Allowance and Travelling Allowance and / or Appendix C – Living Away From Home Allowance and / or Appendix D – Allowances and Special Rates.

**41.9** Where the employee requests, prior to going on annual leave the employee will be paid in advance for the period of annual leave.

### **Taking Leave**

**41.10** An employee may take annual leave in periods agreed between the employer and the employee provided that one (1) of the periods shall be of at least ten (10) working days.

**41.11** Where an employee requests that leave be allowed in one (1) continuous period such request will not be unreasonably refused.

- 41.12** If an employee is still engaged on a distant job when annual leave is granted and the employee returns to the place of engagement or, if employed prior to going to the distant job, the place regarded as his/her headquarters, by the first reasonable means of transport, his/her annual leave will commence on the first full working day following his/her return to such place of engagement or headquarters as the case may be.
- 41.13** The employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay. The employer may exercise the right to shut down the business or part of the business once in each calendar year.
- 41.14** The employer may direct an employee to take annual leave in circumstances where:
- 41.14.1** the employee has accrued more than six (6) weeks of annual leave;
- 41.14.2** the employer and employee are unable to reach agreement on the taking of the leave;
- 41.14.3** the employer has given the employee at least twenty-eight (28) days' notice prior to the date the employee is required to commence the leave; and
- 41.14.4** the employee will retain a minimum of four (4) weeks of annual leave after taking such leave.

#### **Leave in Advance**

- 41.15** By agreement with the employer, an employee may take any amount of annual leave before leave becomes due. Where an employee has taken annual leave in advance (in accordance with Clause 41.33 – Annual Leave in Advance terminate his/her employment prior to accruing such annual leave balance the employer may deduct such amounts from whatever remuneration is payable upon termination, the payment received for the taken annual leave.

#### **Cashing Out - Cashing Out of Annual Leave**

- 41.16** Paid annual leave must not be cashed out except in accordance with this clause.
- 41.17** An employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave provided that the following requirements are met:
- 41.17.1(a)** each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the employer and the employee which must:
- 41.17.1(a)(i)** be in writing and retained as an employee record;
- 41.17.1(a)(ii)** state the amount of accrued leave to be cashed out and the payment to be made to the employee;
- 41.17.1(a)(iii)** state the date on which the payment is to be made, and
- 41.17.1(a)(iv)** be signed by the employer and employee and, if the employee is under eighteen (18) years of age, the employees' parent or guardian;
- 41.17.1(b)** the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time that it is cashed out;

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

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

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

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

#### **Payment for annual leave on termination**

**41.18** The employee will entitled to payment of accrued annual leave upon termination of employment.

**41.19** In addition to Clause 41.18, the employee will receive a loading of seventeen and one half percent (17.5%) will be calculated on the rates, loadings, and allowances prescribed by Appendix A – Wages, Fares Allowance in relation to rates of pay, all-purpose allowances and fares and travelling time.

#### **Christmas Closedown**

**41.20** In the construction sector Christmas shutdown shall be observed as per the industry calendar.

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

#### **Excessive Annual Leave Accruals**

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

**41.23** An employee has an excessive leave accrual if:

**41.23.1** the employee is not a shiftworker and has accrued more than eight (8) weeks' paid annual leave; or

**41.23.2** the employee is a shiftworker and has accrued more than ten (10) weeks' paid annual leave.

#### **Eliminating excessive leave accruals - Dealing with excessive leave accruals by agreement**

**41.24** Before an employer can direct that leave be taken under Clause 41.25 or an employee can give notice of leave to be granted under Clause 41.27, the employer or employee must request a meeting and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.

**Employer may direct that leave be taken - This Clause applies if an employee has an excessive leave accrual.**

**41.25** If agreement is not reached under Clause 41.24, the employer may give a written direction to the employee to take a period or periods of paid annual leave. The direction must state that it is a direction given under Clause 41.26.

**41.26** Such a direction must not:

**41.26.1** result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of Clause 41.26.

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

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

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

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

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

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

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

**Employee may require that leave be granted.**

**41.29** This Clause applies if an employee has had an excessive leave accrual for more than six (6) months and the employer has not given a direction under Clause 41.25 that will eliminate the employee's excessive leave accrual.

**41.30** If agreement is not reached under Clause 41.25, the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave. The notice must state that it is a notice given under Clause 41.29.

**41.31** Such a notice must not:

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

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

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

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

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

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

#### **Dispute resolution**

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

**41.32.1** a dispute about whether the employer or employee has requested a meeting and genuinely tried to reach agreement under Clause 41.9.3;

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

**41.32.3** a dispute about whether a direction to take leave complies with Clause 41.9.8 or whether a notice requiring leave to be granted complies with Clause 41.9.8.

#### **Annual leave in advance**

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

**41.33.1** it is in writing and signed by the employee and employer;

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

**41.33.3** it is retained as an employee record.

**41.34** This Clause applies if an employee takes a period of paid annual leave in advance pursuant to an agreement made in accordance with Clause 41.10.1. If the employee's employment is terminated before they have accrued all of the entitlement to paid annual leave which they have taken then the employer may deduct an amount equal to the difference between the employee's accrued annual leave entitlement and the leave taken in advance, from any monies due to the employee on termination.

**42. LONG SERVICE LEAVE/CO-INVEST**

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

**42.2** Payments by the employer will be paid monthly.

**43. PARENTAL LEAVE**

**43.1** Parental Leave will be provided in accordance with the National Employment Standards.

**44. COMMUNITY SERVICE LEAVE**

**Jury Service Leave**

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

**Community Service Leave**

**44.2** An employee who is a voluntary member of:

**44.2.1** State Emergency Service;

**44.2.2** St John Ambulance;

**44.2.3** Country Fire Authority; or

**44.2.4** other similar organisation;

may be granted unpaid leave for the period that they are absent from duty as a result of their attendance at an emergency.

**44.3** Employees who may seek community service leave must:

**44.3.1** notify the employer of their volunteer activity in advance; and

**44.3.2** provide certification from the volunteer organisation.

- 44.4 An employee who is requesting approval to be absent from duty in order to attend an emergency will be required to notify the employer of the intended absence and expected duration of the absence as soon as practicable.
- 44.5 The approval of community service leave will be subject to the employee's absences being reasonable in all the circumstances.
- 44.6 The employer will permit an employee to access annual leave entitlements during the period of absence due to community service leave.

**45 INDUSTRY TRAINING - TRAINING & BUILDING LEVY**

**These amounts are not payable for Apprentices**

**Training Levy**

- 45.1 The Training Levy is paid per week and collected by Incolink monthly as per table (45.11) below.
- 45.2 Improved coordinated training for employees covered by this Agreement will be provided to enhance the skills, occupational health and safety comprehension, and other areas of working knowledge of the employees of the employer.
- 45.3 Training provided will be consistent with the employer's business requirements, relevant to the work of the employees and be consistent with the skills development of each employee and with applicable national competency standards, where they exist.
- 45.4 Training as provided for by this clause may be taken either on or off - the - job.
- 45.5 When training is taken off - the - job, where practicable and subject to the work requirements of the employer, such training shall be undertaken during normal working hours.
- 45.6 If an approved training activity is undertaken during ordinary working hours, the employee/s concerned will not suffer any loss of wages or entitlements.
- 45.7 To contribute to the funding and training and development of its employees, the employer will pay the following schedule of payments into the Plumbing Industry Joint Training Fund that will provide plumbing and plumbing related courses.
- 45.8 Subject to the operational needs of the employer, employees covered by this Agreement will be eligible to attend training programs that are funded by and paid for by the weekly amounts in Table 45.12
- 45.9 The employer shall be liable for any difference between the total cost of that approved course and the amount contributed by the registered training provider fund.



## Building Levy

**45.10** The Building Levy is paid per week and collected by Incolink monthly as per Table (45.11) below.

### **45.11 Training Levy and Building Levy Payments**

<b>TRAINING &amp; BUILDING LEVY</b>	<b>Training Levy</b>	<b>Building Levy</b>	<b>Total Training &amp; Building Levy per Week</b>
Prior to 28 February 2016	\$23.81 per week	\$0.00 per week	\$23.81 per week
First Full Pay period Commencing on or after 1 March 2016	\$25.86 per week	\$20.00 per week	\$45.86 per week
First Full Pay period Commencing on or after 1 March 2017	\$27.91 per week	\$40.00 per week	\$67.91 per week
First Full Pay period Commencing on or after 1 March 2018	\$29.96 per week	\$40.00 per week	\$69.96 per week
First Full Pay period Commencing on or after 1 March 2019	\$32.01 per week	\$0.00 per week	\$32.01 per week

**Note:-** The Training Levy and Building Levy are GST Exclusive.

## Undertaking

**45.12** As at the date that the Agreement was *made*, the contributions made by the employer and the employees towards the Training Levy and the Building Levy were not subject to any form of taxation. Should this situation change, and the Training Levy and / or the Building Levy become the subject of taxation, the parties to the Agreement agree that they will review the costs of the Training Levy, the Building Levy and / or the wages paid to the employees covered by the Agreement to ensure that the total cost of employing an employee does not rise.

## **46. EMPLOYEE REPRESENTATIVES**

### **Representation**

**46.1** The parties recognise the role the employees' on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the parties recognize that the on-site representative is a point of contact for an employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.

**46.2** An employee representative shall, upon notification to the employer, be recognised as the accredited representative of the employees and be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents. At all other times the employee representative will perform productive work within his/her range of qualifications and competence. Further, the employee representative shall be allowed reasonable time during working hours to attend to job matters affecting the employees.

### **Employee representative facilities**

- 46.3** Where the employer is the principal contractor it is agreed the employer shall provide a facility for the use of the employee representative/s to perform their duties and functions as the on-site representative/s of the employees. The provision of the following facilities is to ensure that the employee representative/s is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:-
- 46.3.1** a telephone;
- 46.3.2** a table and chairs;
- 46.3.3** a filing cabinet;
- 46.3.4** air-conditioning/heating;
- 46.3.5** access to stationery and other administrative facilities, including use of facsimile, use of e-mail (if available on site), following consultation between employee representative and Site Management;
- 46.3.6** a private lockable area.

### **Employee representative training leave**

- 46.4** Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of employees will, upon application in writing to the employer, be granted up to five days leave with pay each calendar year non-cumulative to attend courses.
- 46.5** Such courses will be designed and structured with the objective of promoting good industrial relations within the building and construction industry.
- 46.6** For the purposes of this Clause an accredited representative of the employee will include an employee representative recognised by the employer in accordance with this Agreement.
- 46.7** The following scale will apply:

<b>No. of employees covered by this Agreement</b>	<b>Maximum No. of Representatives eligible to attend per year.</b>	<b>Maximum No. of days permitted per year</b>
Up to 15	1	5
16 – 30	2	10
31 – 50	3	15
51 – 100	4	20
101 and over	5	25

- 46.8** The application for leave will be given to the employer at least four (4) weeks in advance of the date of commencement of the course. The application for leave will contain the following details:
- 46.8.1** the name of the employee seeking the leave;
- 46.8.2** the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- 46.8.3** the title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- 46.9** The employer will advise the employee representative within seven (7) clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 46.10** The time of taking leave will be arranged so as to minimize any adverse effect on the employer's operations. The onus will rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 46.11** An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this Clause ordinary time earnings will be defined as the relevant Agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.
- 46.12** Leave rights granted in accordance with this Clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's RDO or with any concessional leave.
- 46.13** An employee on request by their employer will provide proof of their attendance at any course within seven days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.
- 46.14** Where an employee is sick during a period when leave pursuant to this Clause has been granted proof of attendance at the course is not required for that period and the employee will receive payment if entitled under the provisions of this Agreement.
- 46.15** Leave of absence granted pursuant to this Clause will count as service for all purposes of this Agreement.
- 46.16** Any dispute as to any aspect of this Clause will be resolved in accordance with the dispute settlement provisions of this Agreement.

**47. PROTECTIVE CLOTHING**

- 47.1** The employer shall ensure that their employees are in possession of protective clothing in accordance with this clause.
- 47.2** Approved (AS) safety footwear appropriate to the classification of work being carried out.
- 47.3** Overalls or trousers of the following types and quantities:
- 47.3.1** Two sets of combination overalls; or
- 47.3.2** Two sets bib and brace overalls plus two drill shirts; or
- 47.3.3** Two sets drill trousers and two drill shirts; or
- 47.3.4** Work denims at cost no greater than either items 47.3(a), 47.3(b) or 47.3(c) above.
- 47.4** Where an employee has not sought replacement of his/her issue of protective clothing as provided in Clause 47.3 above on a fair wear and tear basis within twelve (12) months from the date of issue, then that employee shall be entitled to a re-issue of the apparel at the completion of that twelve (12) months.
- 47.5** One Bluey Jacket, or other approved equivalent apparel following consultation between the employer and a majority of employees, shall be issued on the first occasion to a new employee between 1 May and 31 August. The replacement of such jacket shall be on a fair wear and tear basis only.
- 47.6** Where employees have received any of the above items from the previous employer by way of a Site Agreement, Industry Agreement or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis is required.
- 47.7** No agreements for cash in lieu of protective clothing shall be permitted.
- 47.8** Prescription glasses, where an employee to perform work in their employment requires prescription glasses, the employee will be provided with frames, side shields and prescription lens at no cost to the employee, they shall be replaced on fair wear and tear basics.
- 47.9** Where the employee's protective clothing is stolen, the employer may require proof of the theft before issuing replacement clothing. The proof of the theft may be in the form of a Statutory Declaration from the employee.
- 47.10** Where an employee claims to have not been issued with protective clothing by a previous employer, the new employer may require all necessary details from the employee to validate the claim. These details may be supplied in the form a Statutory Declaration by the employee at the employer's request.
- 47.11** Irrespective of the employer, the protective clothing and footwear as outlined in Clauses 47.2 and 47.3 will be replaced on a fair wear and tear basis upon receipt of issued clothing.
- 47.12** The employer shall keep a record of the type of protective clothing issued, including the date of issue. The employee shall sign for such issues, and these details shall be available upon request by employees.

**47.13** In the event of protective clothing/equipment being supplied and not worn whilst working (without reasonable cause), the employee and the employee representative shall discuss the matter with a view to ensure the wearing of such.

**47.14** Further failure to do so shall prohibit the employee from any further entitlement.

**47.15** While not being part of any issue of protective clothing/equipment, employers shall be required to provide the following protective equipment (SAA approved) for use, when necessary, by employees during the performance of their required duties:

**47.15.1** safety helmets;

**47.15.2** ear/hearing protection;

**47.15.3** gloves; and

**47.15.4** skin protective cream/sun screen (15+ rating).

**47.16** In addition, one pair of UV-rated safety glasses or UV rated 'clip-ons' suitable to overlay prescription spectacles, shall be made available for employees who are required to work on reflective surfaces such as:

**47.16.1** metal decking;

**47.16.2** large concrete slabs exposed to sunlight;

**47.16.3** roofing;

**47.16.4** curtain walling; or

**47.16.5** in direct sunlight for any part of the day.

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

**48.1** The parties to this Agreement shall in addition to ensuring compliance with OH&S legislation (including Regulations, and Codes of Practice), implement the best achievable level of health and safety. Particular emphasis will be placed on the establishment of consultative mechanisms which will include:

**48.1.1** the election of health and safety representatives who will represent employees in negotiations on health and safety matters;

**48.1.2** an occupational health and safety committee; and

**48.1.3** training issues including specific hazards, health and safety systems, and site induction.

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

**49.        OPERATION OF LIFT**

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

**50.        HEARING TESTS**

- 50.1**        Audiometric tests should be conducted within two (2) months of a person commencing employment, and thereafter at intervals of two (2) years.

**51.        HEPATITIS A and B SHOTS**

- 51.1**        Employees will be offered Hepatitis A shots and/or Hepatitis B shots in areas where Hepatitis A and/or Hepatitis B may be contracted. The employer will pay the cost of such shots.

**52.        REHABILITATION OF INJURED WORKERS**

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

## **SIGNATORIES**

For and on behalf of the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Service Union of Australia 128v (CEPU) and the Employees of the Enterprise:



**Earl Setches**

CEPU Plumbing Division (Vic Branch) State Secretary  
52 Victoria Street, Carlton South, VIC

A Representative of the CEPU and employee/s covered by the agreement

Date: 17/05/16.....2016

signatories for and on behalf of the employer by the authorised person:



Name:- Ben Fitzsimmons

Title:- Director

Business / Company Name:- Protech Personnel (Vic) Pty Ltd  
(Including Trading Name) Unit 6, 75 Lorimer st South Wharf Vic 3006

Date:- 17/05/16.....2016

## APPENDIX A – WAGES, FARES ALLOWANCE AND TRAVEL ALLOWANCE

### Wages

Registration allowance, plumbing trade allowance, industry allowance and tool allowance are included in the hourly rates below.

Definitions of these allowances are set out in Appendix G of this Agreement.

### Plumber (Registered)

The rates in the following table are payable from the first pay period on or after the applicable date:-

Plumber				
	From the first pay period on or after			
	1 March 2016	1 March 2017	1 March 2018	1 March 2019
Hourly Rate	\$44.95	\$46.21	\$47.96	\$50.20
X36 (Weekly)	\$1,618.20	\$1,663.56	\$1,726.56	\$1,807.20
Fares (per day)	\$21.54	\$22.36	\$23.19	\$23.82
X5 (Weekly)	\$107.70	\$111.80	\$115.95	\$119.10
Travel (per day)	\$44.95	\$46.21	\$47.96	\$50.20
X5 (Weekly)	\$224.75	\$231.05	\$239.80	\$251.00
Total Income (Weekly)	\$1,950.65	\$2,006.41	\$2,082.31	\$2,177.30
<b>Overtime</b>				
Double Time	\$89.90	\$92.42	\$95.92	\$100.40
Double Time & 1/2	\$112.38	\$115.53	\$119.90	\$125.50

### Plumber (Provisional Registration)/Unregistered Plumber/Lagger

The rates in the following table are payable from the first pay period on or after the applicable date:-

Plumber - Provisional Registration/ Unregistered Plumber/Lagger				
	From the first pay period on or after			
	1 March 2016	1 March 2017	1 March 2018	1 March 2019
Hourly Rate	\$43.89	\$45.12	\$46.83	\$49.02
X36 (Weekly)	\$1,580.04	\$1,624.32	\$1,685.88	\$1,764.72
Fares (per day)	\$21.54	\$22.36	\$23.19	\$23.82
X5 (Weekly)	\$107.70	\$111.80	\$115.95	\$119.10
Travel (per day)	\$43.89	\$45.12	\$46.83	\$49.02
X5 (Weekly)	\$219.45	\$225.60	\$234.15	\$245.09
Total Income (Weekly)	\$1,907.19	\$1,961.72	\$2,035.98	\$2,128.81
<b>Overtime</b>				
Double Time	\$87.78	\$90.24	\$93.66	\$98.03
Double Time & 1/2	\$109.73	\$112.80	\$117.08	\$122.54



## Irrigation Installer

The rates in the following table are payable from the first pay period on or after the applicable date:-

Irrigation Installer				
	From the first pay period on or after			
	1 March 2016	1 March 2017	1 March 2018	1 March 2019
Hourly Rate	\$42.60	\$43.79	\$45.45	\$47.57
X36 (Weekly)	\$1,533.60	\$1,576.44	\$1,636.20	\$1,712.52
Fares (per day)	\$21.54	\$22.36	\$23.19	\$23.82
X5 (Weekly)	\$107.70	\$111.80	\$115.95	\$119.10
Travel (per day)	\$42.60	\$43.79	\$45.45	\$47.57
X5 (Weekly)	\$213.00	\$218.95	\$227.25	\$237.86
Total Income (Weekly)	\$1,854.30	\$1,907.19	\$1,979.40	\$2,069.58
<b>Overtime</b>				
Double Time	\$85.20	\$87.58	\$90.90	\$95.15
Double Time & 1/2	\$106.50	\$109.48	\$113.63	\$118.93

## Plumbers Labourer

The rates in the following table are payable from the first pay period on or after the applicable date:-

Labourer				
	From the first pay period on or after			
	1 March 2016	1 March 2017	1 March 2018	1 March 2019
Hourly Rate	\$39.80	\$40.92	\$42.47	\$44.45
X36 (Weekly)	\$1,432.80	\$1,473.12	\$1,528.92	\$1,600.20
Fares (per day)	\$35.39	\$36.74	\$38.10	\$39.14
X5 (Weekly)	\$176.95	\$183.70	\$190.50	\$195.70
Total Income (Weekly)	\$1,609.75	\$1,656.82	\$1,719.42	\$1,796.03
<b>Overtime</b>				
Double Time	\$79.60	\$81.84	\$84.94	\$88.91
Double Time & 1/2	\$99.50	\$102.30	\$106.18	\$111.13

## Apprentice wage rates

Apprentices					
First pay period on or after 1 March 2016					
	Adult Apprentice 1st Year	Apprentice 1st Year	All Apprentices 2nd Year	All Apprentices 3rd Year	All Apprentices 4th Year
Hourly Rate	\$18.98	\$16.60	\$23.57	\$29.40	\$37.24
Total Weekly Rate	\$683.28	\$597.60	\$848.52	\$1,058.40	\$1,340.64
Fares (Per Day)	\$19.35	\$19.35	\$19.35	\$19.35	\$19.35
Travel (Per Day)	\$4.75	\$4.15	\$5.89	\$7.35	\$9.31
Overtime					
Time and a half	\$28.47	\$24.90	\$35.36	\$44.10	\$55.86
Double Time	\$37.96	\$33.20	\$47.14	\$58.80	\$74.48
Double time and a half	\$47.45	\$41.50	\$58.93	\$73.50	\$93.10

Apprentices					
First pay period on or after 1 March 2017					
	Adult Apprentice 1st Year	Apprentice 1st Year	All Apprentices 2nd Year	All Apprentices 3rd Year	All Apprentices 4th Year
Hourly Rate	\$19.74	\$17.24	\$24.47	\$30.53	\$38.67
Total Weekly Rate	\$710.64	\$620.64	\$880.92	\$1,099.08	\$1,392.12
Fares (Per Day)	\$20.10	\$20.10	\$20.10	\$20.10	\$20.10
Travel (Per Day)	\$4.94	\$4.31	\$6.12	\$7.63	\$9.67
Overtime					
Time and a half	\$29.61	\$25.86	\$36.71	\$45.80	\$58.01
Double Time	\$39.48	\$34.48	\$48.94	\$61.06	\$77.34
Double time and a half	\$49.35	\$43.10	\$61.18	\$76.33	\$96.68

Apprentices					
First pay period on or after 1 March 2018					
	Adult Apprentice 1st Year	Apprentice 1st Year	All Apprentices 2nd Year	All Apprentices 3rd Year	All Apprentices 4th Year
Hourly Rate	\$20.50	\$17.88	\$25.38	\$31.66	\$40.11
Total Weekly Rate	\$738.00	\$643.68	\$913.68	\$1,139.76	\$1,443.96
Fares (Per Day)	\$20.84	\$20.84	\$20.84	\$20.84	\$20.84
Travel (Per Day)	\$5.13	\$4.47	\$6.35	\$7.92	\$10.03
Overtime					
Time and a half	\$30.75	\$26.82	\$38.07	\$47.49	\$60.17
Double Time	\$41.00	\$35.76	\$50.76	\$63.32	\$80.22
Double time and a half	\$51.25	\$44.70	\$63.45	\$79.15	\$100.28

Apprentices					
First pay period on or after 1 March 2019					
	Adult Apprentice 1st Year	Apprentice 1st Year	All Apprentices 2nd Year	All Apprentices 3rd Year	All Apprentices 4th Year
Hourly Rate	\$21.07	\$18.35	\$26.06	\$32.51	\$41.18
Total Weekly Rate	\$758.52	\$660.60	\$938.16	\$1,170.36	\$1,482.48
Fares (Per Day)	\$21.40	\$21.40	\$21.40	\$21.40	\$21.40
Travel (Per Day)	\$5.27	\$4.59	\$6.52	\$8.13	\$10.30
Overtime					
Time and a half	\$31.61	\$27.53	\$39.09	\$48.77	\$61.77
Double Time	\$42.14	\$36.70	\$52.12	\$65.02	\$82.36
Double time and a half	\$52.68	\$45.88	\$65.15	\$81.28	\$102.95

## **Appendix B – Fares and Travelling Allowance**

### **Travel time**

- AB.1** Employees will be paid travel time allowance as prescribed in this Appendix for each day on which they present themselves for work.

### **Summary of entitlement to fares and travel**

- AB.2** In what situations is the Fares and Travelling Allowance payable?

	<b>Travel time</b>	<b>Fares</b>
Start or finish on the job using own vehicle	Yes	Yes
Start or finish on the job using public transport	Yes	Yes
Start or finish on the job provided with transport	Yes	No
Start and finish at the workshop	Yes	No
RDOs	Yes	Yes
Annual Leave	No	No
Public Holidays	No	No
Sick Leave	No	No
Apprentices Attending Trade School	Yes	Yes

### **Fares and Travelling Time**

- AB.3** When required by the employer, employees will start and/or cease work on the job site at the usual commencing and finishing times within which ordinary hours may be worked and will be paid at the following allowances:-

### **Travel in own time and/or from worksite**

- AB.4.1** An employee (except a plumbers' labourer) who is required to provide his/her own transport and to travel in his / her own time to or from the work site within the radius from the centre for employment will receive an allowance of one (1) hour per day travelling time calculated at ordinary time rates in addition to the amount of fares for each day on which the employee presents himself / herself for work on the job.
- AB.4.2** Provided however, that where the employer provides or offers to provide transport from an agreed picking-up place to his / her place of work the Fares Allowance will not be payable.

### **Commencing / finishing at workshop**

- AB.5** In the case of an employee who is normally required to report for and finish work at the employer's workshop and is transported to and from any job by the employer allowances will be paid in accordance with AB.14 – Payments.

### **Employee provided with vehicle**

- AB.6** Where an employee is provided with a vehicle for his / her use as transport to and from his / her home to the centre of employment to commence and cease work at the usual commencing and finishing times within which ordinary hours may be worked the employee will be entitled to the Travel Allowance (there is no entitlement to the Fares Allowance).
- AB.7** Where an employee is provided with a vehicle for his / her use in travelling to and from his / her home to the job site within the radii to commence and finish work at the usual commencing and finishing time within which ordinary hours may be worked the employee will be entitled to the Travel Allowance (there is no entitlement to the Fares Allowance).

### **Transport during working hours**

- AB.8.1** Where an employee is required by the employer to travel to any other job site during the course of his/her daily engagement the employee will be paid all fares necessarily incurred except where transport is provided by the employer to and from such site, and all time spent in such travel will be regarded as time worked.
- AB.8.2** Where the employer requests an employee to use his/her own car to effect such a transfer and such employee agrees to do so the employee will be paid an allowance in accordance with AB.14 – Payments.

### **Travel beyond-radius**

- AB.9.1** Subject to Clause AB.9.2, when working on jobs beyond the radius from the centre for employment the Fares Allowance, the Travel Allowance and an allowance for travelling time calculated at the ordinary time rate of pay for the time required to travel to the job site and back from and to the radius and calculated at a speed not exceeding the legal speed limit and with a minimum payment of a quarter (1/4) of an hour for each such journey shall be paid.
- AB.9.2** Where an employee provides his/her own transport, an additional allowance in accordance with AB.14 – Payments, per kilometre, will be payable for the distance involved in travelling beyond the radius and return thereto and which will compensate for any fares incurred by public transport.

### **Distant work**

- AB.10.1** When an employee is required to travel from his / her normal place of employment or his / her normal place of residence to a distant job the employee will be reimbursed for all travelling expenses incurred.
- AB.10.2** The mode of travel will be as directed by the employer provided the comfort of the employee will be of a standard not less than that of second class travel.
- AB.10.3** All time spent in travelling from the normal place of employment or the employee's normal place of residence to the distant job will be paid at the ordinary time rate of pay up to a maximum of eight (8) hours in any one (1) day.
- AB.10.4** Where the employee is not accommodated on the actual site of the distant job his/her place of accommodation will become the centre of employment and fares and travelling time will be paid as prescribed by Clauses AB.13, AB.9.1 and AB 9.2.

### **Entitlement**

- AB.11.1** The allowance prescribed in this clause will not be taken into account in calculating overtime, penalty rates, annual or personal leave.
- AB.11.2** Upon any day when the employee in accordance with the employer's requirements reports for work or allocation of work and on the rostered day as prescribed in Clause 31 – Hours of Work, an employee will receive the fares and/or travelling time payment (if any) that the employee would normally be paid if the employee worked for the day.

### **Toll Costs**

- AB.12.1** Where the employer provides the employee with an employer vehicle for work purposes and the employer requires the employee to use the toll roads the employer will be responsible for all toll costs.
- AB.12.2** The employer will reimburse the employee for all toll costs. The employer will reimburse the employee for the cost of road tolls where the employee personally incurs such an expense while using an employer vehicle or using his / her own vehicle at the employer's request. When the employer requests an itemised account the employer will reimburse the employee for the costs of obtaining that account.

### **Definitions**

- AB.13** For the purposes of the Agreement:-

**Centre for employment** shall mean either

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

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

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

## Payments

**AB.14** The following amounts will be payable:-

**Fares Allowance –** The Fares Allowance is specified in Appendix A – Wages, Fares Allowance and Travel Allowance.

**Travel Allowance –** The Fares Allowance is specified in Appendix A – Wages, Fares Allowance and Travel Allowance.

**Note:-** The travel allowance is not payable to a Plumbers Labourer

	Travel Outside Radius	Travel During Work Hours
Until the first pay period on or after 1 March 2016	\$0.54 (Per kilometre)	\$1.03 (Per kilometre)
From the first pay period on or after 1 March 2016	\$0.56 (Per kilometre)	\$1.07 (Per kilometre)
From the first pay period on or after 1 March 2017	\$0.59 (Per kilometre)	\$1.12 (Per kilometre)
From the first pay period on or after 1 March 2018	\$0.61 (Per kilometre)	\$1.16 (Per kilometre)
From the first pay period on or after 1 March 2019	\$0.63 (Per kilometre)	\$1.20 (Per kilometre)

## **Appendix C – Living Away From Home Allowance**

- AC.1** Where the employer sends an employee to work at a distant project, the employee may elect to: \_
- AC.1.1** have a single room with ensuite in a well kempt establishment with two adequate meals each day provided by the employer and a per day allowance in accordance with Clause AC.10 - Payments for out of pocket expenses; or
- AC.1.2** be paid an allowance in accordance with Clause AC.11 - Payments per day (paid for any part of the day) from the employer.
- AC.2** Where an employee is requested to work at a distant project where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation, alternative arrangements will be made with the consent of the employee and the employee representative.
- AC.3** At the time of engagement, the employee will provide, on the employer's request, details of his/her usual place of residence, being:
- the address of the place of residence at the time of application; and
  - the address of a separately maintained residence, if applicable.

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

### **Travelling expenses**

- AC.4** An employee who is sent by the employer or selected or engaged by the employer or agent to go to a job which qualifies him/her to the provision of this clause will not be entitled to any of the allowances prescribed for fares and travelling time in accordance with Clause AC.11 - Payments, for the period occupied in travelling from his/her usual place of residence to the distant job, but in lieu thereof will be paid:-

### **Forward journey**

- AC.4.1** For the time spent in so travelling, at ordinary rates up to a maximum of eight (8) hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- AC.4.2** For the amount of a fare on the most common method of public transport to the job (bus; air; rail with sleeping berths if necessary), and any excess payment due to transporting his/her tools if such is incurred.
- AC.4.3** For any meals incurred while travelling, a meal allowance in accordance with Clause AC.11 - Payments.
- AC.4.4** The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues his/her employment within two (2) weeks of commencing on the job and who does not forthwith return to his/her place of engagement.



### **Return journey**

- AC.4.5** For the time spent in so travelling, at ordinary rates up to a maximum of eight (8) hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- AC.4.6** For the amount of a fare on the most common method of public transport to the job (bus; air; rail with sleeping berths if necessary), and any excess payment due to transporting his/her tools if such is incurred.
- AC.4.7** For any meals incurred while travelling, a meal allowance in accordance with Clause AC.11 - Payments.
- AC.4.8** An amount in accordance with Clause AC.11 - Payments to cover the cost of transporting him/herself and his/her tools from the main public transport terminal to his/her usual place of residence.
- AC.4.9** The above return journey payments will not be paid if the employee terminates or discontinues his/her employment within two (2) months of commencing on the job, or if the employee is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

### **Daily fares allowance**

- AC.5** An employee engaged on a job which qualifies him / her to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) will be paid the Fares Allowance prescribed in Appendix A – Wages, Fares Allowance and Travel Allowance .

### **Weekend return home**

- AC.6.1** An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his / her representative, no later than Tuesday of each week, of his / her intention to return to his / her usual place of residence at the weekend and who returns to his / her usual place of residence for the weekend, will be paid an allowance in accordance with Clause AC.11 - Payments for each occasion.
- AC.6.2** Clause AC.6.1 will not apply to an employee who is receiving the payment prescribed in Clause AC.1 in lieu of board and lodging being provided by the employer or who is receiving a camping allowance prescribed in accordance with Clause AC.11 - Payments.
- AC.6.3** When an employee returns home for a weekend or part of a weekend and does not absent him/herself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in Clause AC.6.2 will be made.

## **Construction camps**

### **Camp and caravan accommodation**

**AC.7.1(a)** Where an employee is engaged on the construction of projects which are located in areas where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working of shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp or caravan accommodation the employer must reimburse all costs associated with the employee arranging and providing such camp or caravan accommodation.

**AC.7.1(b)** Clause will not apply where the employer provides appropriate camp or caravan accommodation.

### **Camping allowance**

**AC.7.2** An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance in accordance with Clause AC.11 - Payments for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee will be paid a per day allowance in accordance with Clause AC.11 - Payments including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday.

**AC.7.3** If an employee is absent without the Enterprise's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

### **Camp meal charges**

**AC.7.4** Where a charge is made for meals in a construction camp, such charge will be fixed by agreement between the parties.

### **Rest and recreation**

#### **Rail or road travel**

**AC.8.1** An employee who proceeds to a job which qualifies him/her to the provisions of this subclause, may, after two (2) months continuous service and thereafter at three monthly (3) periods of continuous service-return to his/her usual place of residence at the weekend.

**AC.8.2** If the employee does so, the employee will be paid the amount of a bus or return railway fare to the bus or railway station nearest his/her usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

- AC.8.3** Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight (28) days after expiration of any such period of two (2) or three (3) months, then the provisions of this subclause will not be applicable.

**Limitation of entitlement**

- AC.8.4** The entitlement under Clause AC.8.1, will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two (2) months later. (Proof of such written notice will lie with the employer).

**Variable return home**

- AC.8.5** In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

**No payment in lieu**

- AC.8.6** Payment of fares and leave without pay as provided for in this subclause will not be made unless availed of by the employee.

**Termination**

- AC.9** An employee will be entitled to notice of termination in sufficient time to arrange suitable transport at termination or will be paid as if employed up to the end of the ordinary working day before transport is available.

**Definitions**

- AC.10** For the purpose of this clause,

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

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

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

The following amounts will be payable:-

	Until the first pay period on or after 1 March 2016	From the first pay period on or after 1 March 2016	From the first pay period on or after 1 March 2017	From the first pay period on or after 1 March 2018	From the first pay period on or after 1 March 2019
Accommodation provided	\$36.00 (Per day)	\$37.50 (Per day)	\$39.00 (Per day)	\$40.50 (Per day)	\$42.00 (Per day)
Accommodation Not provided	\$156.00 (Per day)	\$162.50 (Per day)	\$169.00 (Per day)	\$175.50 (Per day)	\$182.00 (Per day)
Meal Allowance	\$18.00 (Per meal)	\$18.75 (Per meal)	\$19.50 (Per meal)	\$20.25 (Per meal)	\$21.00 (Per meal)
Return Journey	\$22.37 (Per journey)	\$23.32 (Per journey)	\$24.27 (Per journey)	\$25.22 (Per journey)	\$26.17 (Per journey)
Weekend Return Home	\$38.30 (Per occasion)	\$39.90 (Per occasion)	\$41.50 (Per occasion)	\$43.10 (Per occasion)	\$44.70 (Per occasion)
Camping					
Per day	\$26.42 (Per day)	\$27.52 (Per day)	\$28.62 (Per day)	\$29.72 (Per day)	\$30.82 (Per day)
Per Week	\$183.72 (Per week)	\$191.37 (Per week)	\$199.02 (Per week)	\$206.67 (Per week)	\$214.32 (Per week)

## **Appendix D – Allowances and Special Rates**

### **Availability**

- AD.1.1** The employer will consult and seek agreement with the employee/s concerning the implementation, or continuation, of availability.
- AD.1.2** Employee/s making themselves available for availability shall be placed on a Priority List which shall rotate weekly.
- AD.1.3** Availability shall only occur after ordinary hours of work.
- AD.1.4** Only employees placed on Availability, and while on Availability, may be called out.
- AD.1.5** Employee/s shall be paid four (4) hours minimum at double time for each call-out.
- AD.1.6** In addition to the normal rates of pay and allowances, employees on Availability shall receive an allowance in accordance with Clause AD.26 – Payments.

### **Demolition Work**

- AD.2.1** Where employees covered by this Agreement are employed in connection with and on work with employees of demolition contractors on major demolition works they shall be paid from the date of approval of the Agreement \$5.72 per hour.
- AD.2.2** The elements that must be present before the allowance becomes payable are:-
- AD.2.2(a)** the employee must be performing work either in connection with demolition work or on demolition work;
- AD.2.2(b)** the employee must be performing that work alongside the employees of a demolition contractor or contractors; and
- AD.2.2(c)** the work must be being performed as or as part of major demolition works.
- AD.2.3** This allowance shall increase during the life of the Agreement as follows:-
- from the first pay period on or after 1 October 2016 \$6.20 per hour
  - from the first pay period on or after 1 October 2017 \$6.60 per hour
  - from the first pay period on or after 1 October 2018 \$6.85 per hour
  - from the first pay period on or after 1 October 2019 \$7.10 per hour
- AD.2.4** The demolition allowance shall be payable in lieu of the relevant Site Allowance in Clause AD.11.

## **District Allowances**

### **Altona Petro Chemical Allowance**

- AD.3.1** An employee working on construction work within an eight (8) km radius from the intersection of Kororoit Creek Road and Millers Road, Altona will, when employed on chemical or petro-chemical plant or on commercial or industrial construction jobs within one (1) km of the nearest part of such plants or within the perimeter of storage tank farms be paid an all-purpose allowance in accordance with Clause AD.26 – Payments.

### **Shell Refinery (Corio)**

- AD.3.2** Employees working in the Shell Refinery at Corio, Geelong, Victoria, will be paid an all-purpose allowance in accordance with Clause AD.26 – Payments.

### **Yallourn**

- AD.3.3** When an employee is employed in the district of Yallourn the employee will be paid an allowance in accordance with Clause AD.26 – Payments.

## **First Aid Allowance**

- AD.4.1** An employee who is qualified in first aid, and is appointed by the employer to carry out first aid duties in addition to his/her usual duties, will be paid an allowance in accordance with Clause AD.26 – Payments.

## **Lead Burning**

- AD.5** An employee engaged in lead-burning or lead work in connection herewith will be paid an additional allowance in accordance with Clause AD.26 – Payments.

## **Leading Hand Allowance**

- AD.6** A person specifically appointed to be a Leading Hand will be paid at the rate of the undermentioned additional hourly amounts above the hourly rates of the highest classification supervised, or his/her own rate, whichever is the highest, in accordance with Clause AD.26 – Payments.

## **Meal Allowance**

- AD.7.1** An employee required to work overtime for greater than two (2) hours after working ordinary hours will be paid by the employer an amount in accordance with Clause AD.26 – Payments to meet the cost of a meal, plus an additional meal allowance for each subsequent four (4) hours worked.
- AD.7.2** The employer may provide a meal or meals instead of paying any such allowance.

## **Multi – Storey Work Allowance**

### **Eligibility**

- AD.8.1** A multi-storey allowance will be paid to all employees on site engaged in construction or renovation of a multi-storey building, to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multi-storey building.

### **Definitions**

- AD.8.2** For the purposes of this Clause of the Agreement:-

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

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

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

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

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

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

**AD.8.3** Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, raft hangars, large stores, etc.) and which exceed fifteen (15) metres in height may be covered by this subclause, or by Clause A18.5 – Towers allowance by agreement or, where no agreement is reached, by determination of the FWC.

- AD.8.4** An allowance will be paid for work:-

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

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

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

## **Rates**

**AD.8.5(a)** The following rates will be payable until the first pay period on or after 1 October 2016:-

- from commencement of building to 15<sup>th</sup> floor \$0.46 per hour
- from 16<sup>th</sup> floor to 30<sup>th</sup> floor level \$0.56 per hour
- from 31<sup>st</sup> floor level to 45<sup>th</sup> floor level \$0.85 per hour
- from 46<sup>th</sup> floor level to 60<sup>th</sup> floor level \$1.09 per hour
- from 61<sup>st</sup> floor level onwards \$1.38 per hour

**AD.8.5(b)** From the first pay period on or after 1 October 2016, the rates prescribed in Clause 21.6(c)(iii) – Multistorey Work Allowance of the PFS Award shall apply. Provided that, any increase shall only take effect from the:-

- from the first pay period on or after 1 October 2016;
- from the first pay period on or after 1 October 2017;
- from the first pay period on or after 1 October 2018; and
- from the first pay period on or after 1 October 2019.

## **Service cores**

**AD.8.6** All employees employed on a service core at more than fifteen (15) metres above the highest point of the main structure will be paid the multi-storey rate appropriate for the main structure plus the prescribed towers allowance 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 will be regarded as though it were the ground in calculating the appropriate towers allowance).

**AD.8.7** Employees employed on a service core no higher than fifteen (15) metres above the main structure will be paid in accordance with the multi-storey allowance prescribed herein.

**AD.8.8** Any section of a service core exceeding fifteen (15) metres above the highest point of the main structure will be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

## **Refurbishment of Multi - Storey Commission Flats**

**AD.9.1** Where employee/s are employed in connection with refurbishment of Multi-Storey Commission flats employee/s will receive:

**AD.9.2** payment of the site allowance in accordance with Clause AG – Site Allowance; or

**AD.9.3** a site allowance \$3.31 per hour;

whichever in the greater.



**AD.9.4** The allowance prescribed in Clause AG.1.2 shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increase shall take effect from the first pay period commencing on or after 1 October 2016, 1 October 2017, 1 October 2018 and 1 October 2019.

#### **Ship's Plumbing Allowance**

**AD.10** An employee engaged on plumbing work in connection with ships will be paid an allowance in accordance with Clause AD.26 – Payments.

#### **Site Allowance**

**This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria.**

**Further, it is expressly agreed by the parties to this Agreement that Site Allowances will not be claimed on any project where the project, regardless of its location, where the project value is below \$3.0 million.**

**AD.11.1** In addition to the wage rates and allowances prescribed, the employer shall pay to employees (as defined in this Agreement) extra rates as prescribed in Clause AH.13 for the period when individual employees incur those specifically included in the Site Allowance applicable to a project.

**AD.11.2** Subject to the foregoing, where the union, requests an employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:-

**AD.11.3** geographic location if the project is contained within the City of Melbourne; or

**AD.11.4** the amount contained in Clause AD.11.14.

**AD.11.5** A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and in lieu of the following special rates - confined space, wet work, dirty work, second-hand timber and fumes. Special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with Appendix D – Allowances and Special Rates.

**AD.11.6** It is agreed by the parties that all new projects will be covered by the Site Allowance rates contained in this Agreement.

**AD.11.7** On sites which do not attract Site Allowance, employees are entitled to be paid the relevant disability payments as the disability may arise in accordance with Appendix D – Allowances and Special Rates of this Agreement.

**AD.11.8** The site allowance on projects which are a combination of new and renovation work, shall be governed by the majority of work involved. For example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all employees on the project.

**AD.11.9** All new Docklands projects are to be in accordance with the new scale of Site Allowances. Existing projects at Docklands are to remain unchanged regarding site allowance and working hours.

**AD.11.10** In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Chairperson of the VBIDP for determination.

**AD.11.11** In determining the rate, the Panel Chairperson shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances. Special and exceptional circumstances may include working on projects where disabilities not comprehended in the Site Allowance procedure described herein exist. This may include where predominately contract metal trades construction/maintenance work is being carried out. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of employees taking industrial action in pursuance of a claim the date of operation of the Project Site Allowance shall not commence before the date on which the employees cease industrial action.

**AD.11.12** Any Site Allowance that is determined in accordance with Clause AD11.12 – City of Melbourne Definition and Clause AD11.13 – Shopping Centres shall be incorporated into the Agreement in accordance with the FW Act.

#### **Shopping centres**

**AD.11.13** The general terms and provisions of this Agreement shall apply to shopping centres, retail strip shops and stand-alone retail facilities with the following variations:-

#### **Site allowance**

**AD.11.13(a)** All new construction and extension/refurbishment work having a project value in excess of \$3.0 m will attract the then current City of Melbourne Site Allowance

#### **Hours of work - on shopping centres**

**AD.11.13(b)** A 36 hour/9 day fortnight shall apply.

#### **Definition**

**AD.11.12** For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the **City of Melbourne** are defined as follows:

- commencing at the point where Citylink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, Macarthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevarde and following the waterline to Lorimer Street, and then east along Lorimer Street as far as Citylink (Western Link). Follow Citylink north to Racecourse Road to complete the boundary.
- the City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade' Hoddle Street, and Alexandra Parade.
- where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

**AD.11.13** The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.

#### **Payments**

**AD.11.14** An employee entitled to the allowance provided in this clause shall be paid in accordance with the following table:-

<b>Project Value</b>	<b>Site Allowance</b>
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#### **City of Melbourne**

##### **Renovations, restoration &/or refurbishment**

<b>Work</b>	<b>\$3.50 per hour</b>
<b>Greater than \$3.0m and up to \$227.1m</b>	<b>\$4.05 per hour</b>
<b>Greater than \$227.1m and up to \$301.1m</b>	<b>\$4.20 per hour</b>
<b>Greater than \$301.1m and up to \$454.2m</b>	<b>\$4.35 per hour</b>

#### **Victoria**

<b>Greater than \$3.0m and up to \$7.7m</b>	<b>\$2.30 per hour</b>
<b>Greater than \$7.7m and up to \$18.9m</b>	<b>\$2.50 per hour</b>
<b>Greater than \$18.9m and up to \$37.9m</b>	<b>\$2.80 per hour</b>
<b>Greater than \$37.9m and up to \$75.7m</b>	<b>\$3.30 per hour</b>
<b>Greater than \$75.7m and up to \$151.4m</b>	<b>\$3.95 per hour</b>
<b>Greater than \$151.4m and up to \$227.1m</b>	<b>\$4.05 per hour</b>
<b>Greater than \$227.1m and up to \$301.1m</b>	<b>\$4.20 per hour</b>
<b>Greater than \$301.1m and up to \$454.2m</b>	<b>\$4.35 per hour</b>

For projects greater than \$454.2 Million, there shall be an increment of ten (10) cents per additional \$100M or part thereof.

**Note 1:-** The Project Value of the Site Allowance is to be adjusted up or down to the nearest \$100,000.

**Note 2:** The Site allowance or projects which are a combination of new and renovation work, shall be governed by the majority of work involved. For example, when the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all employees on the project.

**AD.11.15** The allowance prescribed in Clause AD.11.14 shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increase shall take effect from the first pay period commencing on or after 1 October 2016, 1 October 2017, 1 October 2018 and 1 October 2019.

### **Special Rates**

In addition to the rates otherwise prescribed by this Agreement, the following extra rates will be paid to employees employed under this Agreement.

The special rates prescribed in this Agreement will be paid irrespective of the times at which work is performed and will not be subject to 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 of such rates will be payable.

### **Acid plants and chemicals works**

- AD.12.1** An employee engaged in plumbing work carried out on production plant in chemical works or acid plants which have been commissioned will be paid an allowance in accordance with Clause AD.28 – Payments.
- AD.12.2** Provided that this special rate will not apply to an employee who receives the lead burning allowance

### **Aluminium foil insulation**

- AD.13** Where required to work on the fixing of aluminium foil insulation roofs or walls prior to the sheeting thereof will be paid an allowance in accordance with Clause AD.26 – Payments for each hour or part thereof. Anti-glare type foil is exempted from this payment.

### **Asbestos**

#### **Asbestos eradication**

- AD.14** Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of, or contains asbestos will be paid, in addition to the rates prescribed in this Agreement, an allowance in accordance with Clause AD.26 – Payments with the exception of hot work and cold work.

#### **Asbestos materials**

- AD.15** 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 will be paid an allowance in accordance with Clause AD.26 – Payments whilst wearing such equipment.

### **Cold work**

- AD.16.1** An employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius will be paid an allowance in accordance with Clause AD.26 – Payments.
- AD.16.2** Where such work continues for more than two (2) hours, the employee will be entitled to twenty (20) minutes rest after every two (2) hours work without loss of pay, not including the special rate provided by this clause.

### **Computing quantities**

- AD.17.1** Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees will be paid an allowance in accordance with Clause AD.26 – Payments per day or part thereof.
- AD.17.2** This allowance will not apply to an employee classified as a leading hand and receiving the allowance prescribed this Appendix A.

### **Explosive powered tools**

- AD.18.1** An operator of explosive powered tools, who is required to use an explosive powered tool, will be paid an allowance in accordance with Clause AD.26 – Payments for every day on which they use such a tool.
- AD.18.2** An 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

### **Fumes**

- AD.19.1** An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid such rates as are agreed, or determined in accordance with the dispute resolution procedure.
- AD.19.2** Any special rate so fixed will apply from the date the employer is advised of the claim and thereafter will be paid as and when the fume condition occurs.

### **Hot work**

- AD.20.1** An employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius or; exceeding 54° Celsius will be paid an allowance in accordance with Clause AD.26 – Payments for each hour or part thereof.
- AD.20.2** Where such work continues for more than two (2) hours, the employee will be entitled to twenty (20) minutes rest after every two (2) hours work without loss of pay, not including the special rate provided by this subclause.

### **Laser safety officer allowance**

- AD.21.1** This clause will apply when laser safety equipment is utilised for work within the scope of the Agreement.
- AD.21.2** Where an employee has been appointed by the employer to carry out the duties of a laser safety officer, the employee will be paid an allowance in accordance with Clause AD.26 – Payments per day or part thereof whilst carrying out such duties. It will be paid as a flat amount without attracting any premium or penalty.
- AD.21.3** For the purposes of the Agreement;-

**Laser** will mean 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 1 millimetre primarily by the process of controlled stimulation emission.

**Laser Safety Officer** is 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.

#### **Tools – Plumbers Labourers and Irrigation Installers**

- AD.22.1** Plumbers labourers and irrigation installers will be reimbursed the full cost of providing any tools required to perform their designated duties.
- AD.22.2** This provision does not apply if the employer provides the tools necessary for the performance of the designated duties.

#### **Towers**

- AD.23** An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds fifteen (15) metres in height will be paid an allowance in accordance with Clause AD.26 – Payments.

#### **Toxic substances**

- AD.24.1** Employees using toxic substances or materials of a like nature will be paid an allowance in accordance with Clause AD.28 – Payments. Employees working in close proximity to employees so engaged will be paid an allowance in accordance with Clause AD.28 – Payments.
- AD.24.2** Where an employee is using materials of the types mentioned in this sub-clause and such work continues to their meal break they will be entitled to take washing time of ten 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 ten minutes will be granted. The washing time break or breaks will be counted as time worked.
- AD.24.3** For the purpose of this Agreement:-

**toxic substances** will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system will be deemed to be materials of a like nature.

#### **Welding Allowance**

- AD.25** An employee who is requested by the employer to hold the relevant qualifications for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by the employer to act on such qualifications, shall be paid the amounts payable in Clause AD.28 – Payments.

**Payments**

**AD.26**

The following table prescribes the allowances payable under Appendix D – Allowances:-

	Clause Number	Till the first pay period on or after 1 March 2016	From the first pay period on or after 1 March 2016	From the first pay period on or after 1 March 2017	From the first pay period on or after 1 March 2018	From the first pay period on or after 1 March 2019
<b>Acid Plants and Chemical Works Allowance</b>	Clause AD.12	\$2.35 (Per hour)	\$2.45 (Per hour)	\$2.55 (Per hour)	\$2.64 (Per hour)	\$2.74 (Per hour)
<b>Aluminium Foil Insulation Allowance</b>	Clause AD.13	\$0.53 (per hour)	\$0.55 (Per hour)	\$0.57 (Per hour)	\$0.60 (Per hour)	\$0.62 (Per hour)
<b>Asbestos Eradication Allowance</b>	Clause AD.14	\$2.16 (Per hour)	\$2.25 (Per hour)	\$2.34 (Per hour)	\$2.43 (Per hour)	\$2.52 (Per hour)
<b>Materials Allowance</b>	Clause AD.15	\$0.80 (Per hour)	\$0.83 (Per hour)	\$0.87 (Per hour)	\$0.90 (Per hour)	\$0.93 (Per hour)
<b>Availability Allowance</b>	AD.1	\$128.40 (Per week)	\$133.75 (Per week)	\$139.10 (Per week)	\$144.45 (Per week)	\$149.80 (Per week)
<b>Cold Work Allowance</b>	Clause AD.16.1	\$0.66 (Per hour)	\$0.69 (Per hour)	\$0.71 (Per hour)	\$0.74 (Per hour)	\$0.77 (Per hour)
<b>Computing Quantities Allowance</b>	Clause AD.17.1	\$7.72 (Per day)	\$7.92 (Per day)	\$8.11 (Per day)	\$8.31 (Per day)	8.51 (Per day)

	Clause	Till the first pay period on or after 1 March 2016	From the first pay period on or after 1 March 2016	From the first pay period on or after 1 March 2017	From the first pay period on or after 1 March 2018	From the first pay period on or after 1 March 2019
<b>District Allowance</b>						
Altona Petro Chemical Plant	Clause AD.3.1	\$1.27 (Per hour)	\$1.32 (Per hour)	\$1.38 (Per hour)	\$1.43 (Per hour)	\$1.48 (Per hour)
Shell Refinery (Corio)	Clause AD.3.2	\$1.27 (Per hour)	\$1.32 (Per hour)	\$1.38 (Per hour)	\$1.43 (Per hour)	\$1.48 (Per hour)
Yallourn	Clause AD.3.3	\$1.36 (Per hour)	\$1.42 (Per hour)	\$1.47 (Per hour)	\$1.53 (Per hour)	\$1.59 (Per hour)
<b>Explosive Powered Tools Allowance</b>	Clause AD.18	\$1.55 (per day)	\$1.41 (per day)	\$1.48 (per day)	\$1.54 (per day)	\$1.61 (per day)
<b>First Aid Allowance</b>	Clause AD.4.1	\$2.77 (Per day)	\$2.88 (Per day)	\$3.00 (Per day)	\$3.12 (Per day)	\$3.23 (Per day)
<b>Hot Work Allow 46c to 54c</b>	Clause AD.20.1	\$0.66 (Per hour)	\$0.69 (Per hour)	\$0.71 (Per hour)	\$0.74 (Per hour)	\$0.77 (Per hour)
<b>Exceeding 54c</b>	Clause AD.20.1	\$0.80 (Per hour)	\$0.83 (Per hour)	\$0.87 (Per hour)	\$0.90 (Per hour)	\$0.93 (Per hour)
<b>Laser Safety Officer Allowance</b>	Clause AD.21.2	\$2.70 (Per day)	\$2.81 (Per day)	\$2.92 (Per day)	\$3.04 (Per day)	\$3.15 (Per day)
<b>Lead Burning Allowance</b>	Clause AD.5	\$2.02 (Per hour)	\$2.10 (Per hour)	\$2.19 (Per hour)	\$2.27 (Per hour)	\$2.36 (Per hour)
<b>Leading Hand Allowance</b>	Clause AD.6					
Not more than one (1) person		\$0.49 (per hour)	\$0.51 (per hour)	\$0.53 (per hour)	\$0.55 (per hour)	\$0.57 (per hour)
Two (2) to five (5) persons		\$1.10 (per hour)	\$1.15 (per hour)	\$1.19 (per hour)	\$1.24 (per hour)	\$1.28 (per hour)
Six (6) to ten (10) persons		\$1.42 (per hour)	\$1.48 (per hour)	\$1.54 (per hour)	\$1.60 (per hour)	\$1.66 (per hour)
Over ten (10) persons		\$1.88 (per hour)	\$1.96 (per hour)	\$2.04 (per hour)	\$2.10 (per hour)	\$2.16 (per hour)



	Clause Number	Till the first pay period on or after 1 March 2016	From the first pay period on or after 1 March 2016	From the first pay period on or after 1 March 2017	From the first pay period on or after 1 March 2018	From the first pay period on or after 1 March 2019
<b>Meal Allowance</b>	Clause AD.7.1	\$18.00 (Per Meal)	\$18.75 (Per Meal)	\$19.50 (Per Meal)	\$20.25 (Per Meal)	\$21.00 (Per Meal)
<b>Ships Plumbing Allowance</b>	Clause AD.10	\$1.43 (per hour)	\$1.49 (per hour)	\$1.55 (per hour)	\$1.61 (per hour)	\$1.67 (per hour)
<b>Towers Allowance</b>	Clause AD.23	\$0.66 (Per hour)	\$0.69 (Per hour)	\$0.71 (Per hour)	\$0.74 (Per hour)	\$0.77 (Per hour)
<b>Toxic Substances Allowance working with</b>	Clause AD.24	\$0.80 (per hour)	\$0.83 (per hour)	\$0.87 (per hour)	\$0.90 (per hour)	\$0.93 (per hour)
<b>Toxic Substances Allowance working near</b>	Clause AD.24	\$0.66 (per hour)	\$0.69 (per hour)	\$0.71 (per hour)	\$0.74 (per hour)	\$0.77 (per hour)
<b>Welding Allowance</b>	Clause AD.25					
<b>1<sup>st</sup> Certificate</b>		\$1.50 (per hour)	\$1.56 (per hour)	\$1.63 (per hour)	\$1.69 (per hour)	\$1.75 (per hour)
<b>2<sup>nd</sup> Certificate</b>		\$0.46 (per hour)	\$0.48 (per hour)	\$0.50 (per hour)	\$0.52 (per hour)	\$0.54 (per hour)

### **Plumbing Trade and Industry Payment (PTIP)**

**AD.27.1** This payment recognises the efficiencies and economies gained through the incorporation of allowances dealing with the following matters:

- employees accepting responsibility to statutory authority;
- insulation;
- bitumen work;
- cutting tiles;
- hospitals; and
- service shafts

as defined in Appendix G- Additional Definitions.

The PTIP payment was paid to employees and Apprentices in lieu of allowances for those matters.

**AD.27.2** On the 1 December 2004, the PTIP was incorporated into the hourly rate. Thereafter employees and Apprentices were not entitled to the allowances prescribed in Clause AD.27.1.

## **Appendix E – Inclement Weather**

### **Purpose and Intent**

- AE.1** This inclement weather clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather will be made.
- AE.2** The parties agree to take all necessary steps to ensure proper understanding of the intent and application of the inclement weather provisions including the provision of training to ensure correct use.
- AE.3** It is agreed that site management are empowered to implement inclement weather provisions.
- AE.4** An employee will not be entitled to payment for inclement weather as provided for in this clause unless the employee follows the provisions of this clause.

### **Definitions**

- AE.5** For the purpose of this Clause, the following mean:-

**Dry area** will mean a work area that has not become saturated by rain or where water will not drip on the employee(s).

**Hot weather** will mean temperatures of or above 35 degrees C.

**Inclement weather** will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees to continue working whilst the same prevail.

**Other work** will mean working at the employee's particular function at another work location, portion of the project or another site.

**Transfer** will mean transfer to another work location, portion of the project or another site.

**Unsafe conditions** will mean where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by the inclement weather.

### **Continuation of Work**

- AE.6** Where a work location is affected by unsafe conditions, employees not affected will continue to work as normal, regardless that some employees may be entitled to cease work due to unsafe conditions.

### **Payment**

- AE.7** An employee will be entitled to payment by the employer for ordinary time lost through inclement weather for up to, but not more than thirty-two (32) hours in every period of four (4) weeks. The following conditions will apply:-
- AE.7.1** The first period will commence on the first Monday on or after the 1st January each year, and subsequent periods will commence at four (4) weekly periods thereafter.
- AE.7.2** The employee will be credited with thirty-two (32) hours at the commencement of each four (4) weekly period. Hours will not accumulate or be carried over.
- AE.7.3** If an employee commences employment during a four (4) weekly period they will be credited eight (8) hours for each week, or part of a week, that the employee is employed during the four (4) weekly period.
- AE.7.4** The number of hours credited to an employee will be reduced by the number of hours for which payment is made.
- AE.8** Payment under this clause will be weekly.

### **Conference and Assessment**

- AE.9** The employer, or the employer's representative, will, when requested by the employees or the employee representative, confer (within a reasonable period of time which should not exceed thirty (30) minutes) for the purpose of determining whether or not conditions are inclement.
- AE.10** Weather will not be regarded as inclement unless it is agreed at such conference.
- AE.11** Provided that if the employer or the enterprise's representative refuses to confer within such reasonable period, employees will be entitled to cease work for the rest of the day and be paid in accordance with the inclement weather provisions.
- AE.12** It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation will take place between the employee representative/s and site management.

### **Cessation and resumption of work**

- AE.13** At the time employees cease work due to inclement weather the employer or the employer representative on site and the employee's representative will agree and note the time of cessation of work.
- AE.14** At the time the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.
- AE.15** Employees will not be required to resume work until the unsafe conditions cease to exist.

**AE.16** Where the employees are in sheds because it is raining, they will not be required to resume work unless:

**AE.16.1** The rain stops; or

**AE.16.2** A covered walkway has been provided; or

**AE.16.3** The employee can reach the work location without going through the rain.

#### **Hot Weather**

**AE.17** When the temperature approaches 35 degrees C, the Conference process (outlined in Clauses AE.9, AE.10, AE.11 and AE.12) may commence, with the intention that employees may leave site if the temperature actually reaches 35 degrees C.

**AE.18** Temperature will be measured by the nearest relevant automatic Melbourne Bureau of Meteorology Monitoring Station for example (but not limited to): Melbourne, Moorabbin, Dunns Hill, Melbourne Airport, Frankston, and Point Wilson. At the commencement of each project, the employer and employee representative will agree which is to be the applicable automatic weather monitoring station. Alternatively, where the parties agree an on-site temperature measuring station may be used.

**AE.19** It is recognised that during periods of hot weather, some workers may be relocated to other work that is not affected by hot weather including, but not limited to, work in air-conditioned environments subject to amenities being located adjacent to or within a reasonable distance from the work location or portion of project.

#### **Wet Weather**

**AE.20** Where it is not possible for an employee to be transferred to other work in accordance with Clause AE.27 and until the unsafe conditions are rectified, the employee will remain on site. The employee will be paid for such time without reduction of the employee's inclement weather entitlement.

**AE.21** Where, because of wet weather, an employee is prevented from working:

**AE.21.1** for more than an accumulated total of four (4) hours of ordinary time in any one day; or

**AE.21.2** after the meal break, for more than an accumulated total of fifty percent (50%) of the normal afternoon work time; or

**AE.21.3** during the final two (2) hours of the normal work day for more than an accumulated total of one (1) hour:

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

### **Prior Notice**

- AE.22** Where the employer decides that, due to inclement weather, the planned work location of the employee will be unsafe, the employer may:
- AE.22.1** direct the employee to present for other work; or
- AE.22.2** notify the employee that they will not be required for work on that day.
- AE.23** Where the employer directs the employee to present for other work and, makes reasonable attempts to contact the employee prior to the employee's planned start time, the employee will proceed directly to the other work.
- AE.24** Where the employee does not respond to the employers reasonable attempts to contact (in accordance with Clause AE.22) the employee will not be entitled to payment for time spent waiting in accordance with Clause AE.30.
- AE.25** Where, prior to the employee's start time, the employer notifies the employee that they will not be required for work on that day, the employee will be entitled to eight (8) hours pay for such day up to a maximum of thirty-two (32) hours in the relevant four (4) week period.
- AE.26** In the case of Clause AE.25, the employee will not be entitled to any other payment for that day.

### **Transfer**

- AE.27** Where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by the inclement weather, the employee may be transferred to other work, until the unsafe conditions are rectified.
- AE.28** Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport except where the employer provides transport.
- AE.29** The employee representative will co-operate in facilitating this transfer.
- AE.30** Where the employees are in sheds because it is raining, they will not be transferred to other work unless:-
- AE.30.1** the rain stops; or
- AE.30.2** a covered walkway has been provided; or
- AE.30.3** the sheds are under cover and the employees can get to the dry area without going through the rain.

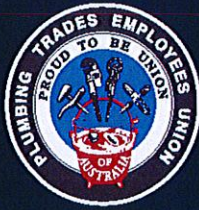
**Employees required to work in inclement weather**

- AE.31** Except as provided in this subclause an employee will not work or be required to work in inclement weather.
- AE.32** 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 safe as circumstances require. Employees engaged on such work will be paid at the rate of double time.
- AE.33** 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.
- AE.34** If the employees 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.

#### **Appendix F –Working Day (RDO) Calendar**

- AF.1.** The RDO Calendars for 2016, 2017, 2018 & 2019 are attached.
- AF.2** While the schedule of RDO's prescribed will be observed, the employer and the employee/s and the employee representative acknowledge that there may be occasions when a more flexible arrangement for the taking of RDO's may be appropriate.
- AF.3** Such an occasion would be expected to improve productivity and enhance the employment prospects of the employees.
- AF.4** With the consent of the majority of employees and at least with seven (7) days prior to the scheduled RDO the employer may carry out selected work using employees on a voluntary basis.
- AF.5** The Calendars for 2017, 2018 & 2019 are in draft form only and may be subject to change.





# 2016

## UNION CALENDAR

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JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
31 1 2	1 2 3 4 5 6	1 2 3 4 5	1 2
3 4 5 6 7 8 9	7 8 9 10 11 12 13	6 7 8 9 10 11 12	3 4 5 6 7 8 9
10 11 12 13 14 15 16	14 15 16 17 18 19 20	13 14 15 16 17 18 19	10 11 12 13 14 15 16
17 18 19 20 21 22 23	21 22 23 24 25 26 27	20 21 22 23 24 25 26	17 18 19 20 21 22 23
24 25 26 27 28 29 30	28 29	27 28 29 30 31	24 25 26 27 28 29 30
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4	31 1 2	1 2 3 4 5 6
8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
29 30 31	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30 31
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	30 31 1	1 2 3 4 5	1 2 3
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31

Public Holiday Annual Leave RDO No Work Weekend School Holidays Picnic Day World Plumbing Day Return to work on 9 Jan 2017

**VICTORIAN SCHOOL TERM DATES**  
 TERM 1: 27 January 2016 - 24 March 2016  
 TERM 2: 11 April 2016 - 24 June 2016  
 TERM 3: 11 July 2016 - 16 September 2016  
 TERM 4: 3 October 2016 - 20 December 2016

**PUBLIC HOLIDAY DATES**  
 New Year's Day: Friday 1 January  
 Australia Day: Tuesday 26 January  
 Labour Day: Monday 14 March  
 Good Friday: Friday 25 March

Easter Saturday: Saturday 26 March  
 Easter Sunday: Sunday 27 March  
 Easter Monday: Monday 28 March  
 Anzac Day: Mon 25 April

Queens Birthday: Monday 13 June  
 Melbourne Cup Day: Tuesday 1 November  
 Christmas Day: Sunday 25 December  
 Boxing Day: Mon 26 & Tues 27 December

**PTEU**  
 52 Victoria Street, CARLTON SOUTH VIC 3053  
 TEL: 03 9662 3388 FAX: 03 9663 2613

President  
**Nazza Ottobre**  
 State Secretary  
**Earl Setches**  
 Assistant Secretary  
**Paddy McCrudden**

#### GENERAL MEETING DATES

**Melbourne**  
 52 Victoria Street, Carlton South  
 March 22nd, June 28th,  
 September 27th, November 29th

**Geelong**  
 127 Myers Street, Geelong  
 March 23rd, June 29th,  
 September 28th  
 November 30th

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

**PICAC and CEPTEC**  
 offer the following courses to union members:  
 CI Induction (Red card)  
 Initial 5 Day Occupational Health & Safety Training Course  
 First Aid Level One - Two - Three  
 Traffic Management  
 Poly Butt Welding  
 Fire Training (Sprinkler Fitters Only)  
 Computers - Basic - Intermediate - Advanced  
 Confined Space Entry  
 Backflow Prevention  
 Earthmoving  
 Asbestos Removal  
 Asbestos Awareness  
 Elevated Work Platform  
 Boom Lift  
 Forklift  
 Install primary Ground (Trench Shoring)  
 Safe Work Roofs  
 Welding (MIG & TIG)  
 Installation of Split Air Con (Mechanical Plumbers Only)  
 Gas Type A  
 Gas Type B  
 Disconnect/Reconnect  
 Thermostatic Mixing Valves  
 Cert IV WHS  
 Diploma WHS  
 HSR Refresher OHS Training Course

**For further information contact your training office on 9356 8910**

**C-BUS (SUPERANNUATION)**  
 Caselden Place, Lonsdale Street,  
 MELBOURNE VIC 3000  
 TEL: 1300 361 784

**INCOLINK (REDUNDANCY)**  
 1 Pelham Street, CARLTON VIC 3053  
 TEL: 9639 3000

**CO-INVEST (Long Service Leave)**  
 478 Albert Street, EAST MELBOURNE VIC 3002  
 TEL: 9664 7666

**WORKSAFE**  
 TEL: 9641 1555

**cbus**  
 The super fund for all of us  
 ph. 1300 361 784





# 2017 CALENDAR

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JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
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15 16 17 18 19 20 21	12 13 14 15 16 17 18	12 13 14 15 16 17 18	9 10 11 12 13 14 15
22 23 24 25 26 27 28	19 20 21 22 23 24 25	19 20 21 22 23 24 25	16 17 18 19 20 21 22
29 30 31	26 27 28	26 27 28 29 30 31	23 24 25 26 27 28 29
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
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14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30 31
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
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10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
24 25 26 27 28 29 30	29 30 31	26 27 28 29 30	24 25 26 27 28 29 30

Public Holiday
Annual Leave
RDO
No Work Weekend
School Holidays
Picnic Day
World Plumbing Day
Return to work on 15 Jan 2018

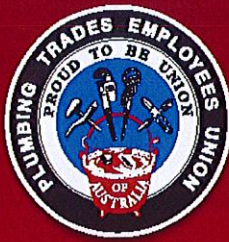
**VICTORIAN SCHOOL TERM DATES**  
 TERM 1: 30 January 2017 - 31 March 2017  
 TERM 2: 18 April 2017 - 30 June 2017  
 TERM 3: 17 July 2017 - 22 September 2017  
 TERM 4: 9 October 2017 - 22 December 2017

**PUBLIC HOLIDAY DATES**  
 New Year's Day: Monday 2 January  
 Australia Day: Thursday 26 January  
 Labour Day: Monday 13 March  
 Good Friday: Friday 14 April

\* Please note: Monday 27 April Public Holiday in lieu of Anzac Day on Saturday 25 April  
 Easter Saturday: Saturday 15 April  
 Easter Sunday: Sunday 16 April  
 Easter Monday: Monday 17 April  
 Anzac Day: Tuesday 25 April  
 Queens Birthday: Monday 12 June  
 Melbourne Cup Day: Tuesday 7 November  
 Christmas Day: Monday 25 December  
 Boxing Day: Tuesday 26 December

# DRAFT ONLY





# 2018 CALENDAR

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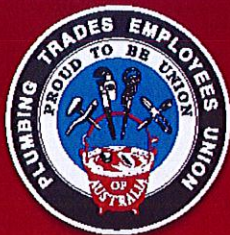
JANUARY	FEBRUARY	MARCH	APRIL
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21 22 23 24 25 26 27	18 19 20 21 22 23 24	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30 31	25 26 27 28	25 26 27 28 29 30 31	29 30
MAY	JUNE	JULY	AUGUST
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27 28 29 30 31	24 25 26 27 28 29 30	29 30 31	26 27 28 29 30 31
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
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16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22
23 24 25 26 27 28 29	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29

Public Holiday Annual Leave RDO No Work Weekend School Holidays Picnic Day World Plumbing Day Return to work on 14 Jan 2019

VICTORIAN SCHOOL TERM DATES	PUBLIC HOLIDAY DATES		
TERM 1: TBA	New Year's Day: Monday 1 January	Easter Saturday: Saturday 31 March	Queens Birthday: Monday 11 June
TERM 2: TBA	Australia Day: Friday 26 January	Easter Sunday: Sunday 1 April	Melbourne Cup Day: Tuesday 6 November
TERM 3: TBA	Labour Day: Monday 12 March	Easter Monday: Monday 2 April	Christmas Day: Tuesday 25 December
TERM 4: TBA	Good Friday: Friday 30 March	Anzac Day: Wednesday 25 April	Boxing Day: Wednesday 26 December

# DRAFT ONLY





# 2019 CALENDAR

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JANUARY	FEBRUARY	MARCH	APRIL
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27 28 29 30 31	24 25 26 27 28	24 25 26 27 28 29 30	28 29 30
MAY	JUNE	JULY	AUGUST
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26 27 28 29 30 31	23 24 25 26 27 28 29	28 29 30 31	25 26 27 28 29 30 31
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
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15 16 17 18 19 20 21	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
22 23 24 25 26 27 28	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28
29 30	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31

Return to work on TBA 2020

#### VICTORIAN SCHOOL TERM DATES

TERM 1: TBA  
TERM 2: TBA  
TERM 3: TBA  
TERM 4: TBA

#### PUBLIC HOLIDAY DATES

New Year's Day: Tuesday 1 January  
Australia Day: Monday 28 January  
Labour Day: Monday 11 March  
Good Friday: Friday 19 April

\* Please note: Monday 28 January Public Holiday in lieu of Australia Day on Saturday 26 January

Easter Saturday: Saturday 20 April  
Easter Sunday: Sunday 21 April  
Easter Monday: Monday 22 April  
Anzac Day: Thursday 25 April

Queens Birthday: Monday 10 June  
Melbourne Cup Day: Tuesday 5 November  
Christmas Day: Wednesday 25 December  
Boxing Day: Thursday 26 December

# DRAFT ONLY



## **Appendix G – Additional Definitions**

### **Bitumen work**

Handling hot bitumen or asphalt or dipping materials in creosote.

### **Cutting tiles**

Cutting tiles by electric saw.

### **Hospitals**

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. An employee working inside a morgue in which one or more dead bodies are not in refrigeration.

### **Industry Allowance**

An allowance to compensate for the following disabilities associated with construction work (as defined).

- Climatic conditions when working in the open air on all types of work.
- The physical disadvantage of having to climb stairs or ladders.
- The disability of dust blowing in the wind, brick dust and drippings from newly-poured concrete.
- Sloppy and muddy conditions associated with the initial stage of the erection of a building.
- The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold, or a boson's chair.
- The lack of the usual amenities associated with factory work (e.g. meal rooms, change room, lockers).

### **Insulation**

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. This will also apply to an employee working in the immediate vicinity who is affected by the use of such materials.

### **Plumbing Trade Allowance**

The plumbing trade allowances will be paid to compensate for the following classes of work whether or not such work is performed in any one week:

- work requiring a swing scaffold, swing seat or rope, or on a ladder exceeding eight metres in height;
- clearing stoppages in soil or waste pipes, or sewer drain pipes, also repairing and putting same in proper order;
- work in any confined space;
- work in wet places;
- dirty or offensive work.

Employees in who are engaged as irrigation installers will be paid an allowance to compensate for the following classes of work whether or not such work is performed in any one week:

- work in any confined space;
- work in wet places;
- dirty or offensive work;
- work in a place where fumes of sulphur or other acid or other offensive fumes are present;
- disabilities associated with the wearing of protective equipment during the use of toxic substances.

### **Registration Allowances**

Employees registered in accordance with the relevant legislation will be paid a registration allowance to compensate for the responsibilities imposed by holding and maintaining registration.

### **Service shafts**

When employees are required to work in service shafts on installation work on the following basis:

- For any day including a Saturday or Sunday where the time spent in the service shaft is not more than four hours.
- 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.

In addition to the above, where the aggregate of time spent in a service shaft on any day including a Saturday or Sunday exceeds eight (8) hours, such employees will be paid for each whole hour so worked.

### Tool Allowance

An allowance to compensate for the purchase and maintenance in efficient working order of the tools specified below:

Employees engaged as **roof plumbers** will be required to supply and maintain the following tools for their own use:

Left hand snips	Square	Wire cutters
Right hand snips	Hacksaw	Multigrips
Gilbow	Vice grip folder	Chalk line
Pop riveter	Hammer	Stanley knife
Nail bag	Folding rule	Hack knife
Short level for G brackets	Bevel	drill with Phillips head and Tek head adapters fit for purpose
Silicone gun	Chuck keys	String line
Shifter 12", 300mm	PVC saw	Tape measure

Employees engaged in **mechanical services** will be required to supply and maintain the following tools for their own use:

Cordless drill with Phillips head and Tek head adapters fit for purpose	Shifter – 150 + 2/300mm	Multigrips
Footprints – 2-225 300mm	600mm level	Square
Trowel	Riveter	Stanley knife
Hack saw	Claw hammer	Poly cutters
Mash hammer	Wood chisel 25mm	Cold chisel/ prick pinch
8 metre tape measure	12/20mm rapid flare	Basin spanner
Caulking gun	Copper tube cutters 15-25	vers – Phillips head, medium size blade
Nail bag	s left hand and right hand	File – rasp, smooth
Set of allen keys	Key hole saw	Chalk line
Ring spanners 6-16mm	Flat spanner 6-16mm	Spade bits 6-16mm
<b>Apprentices – mitre box</b>		

Employees engaged in **general plumbing** will be required to supply and maintain the following tools for their own use:

Cordless drill with Phillips head and Tek head adapters fit for purpose	Shifter – 150 + 2/300mm	Multigrips
Footprints – 2-225 300mm	600mm level	Square
Trowel	Riveter	Stanley knife
Hack saw	Claw hammer	Poly cutters
Mash hammer	Wood chisel 25mm	Cold chisel/ prick pinch
8 metre tape measure	12/20mm rapid flare	Basin spanner
Caulking gun	Copper tube cutters 15-25	Screw drivers – Phillips head, medium size blade
Nail bag	Wiss snips left hand and right hand	File – rasp, smooth
Set of allen keys	Key hole saw	Chalk line
Ring spanners 6-16mm	Flat spanner 6-16mm	<b>Apprentices – mitre box</b>

The employer will be responsible for the cost of any testing and tagging required for electrical tools used by the employee in accordance with (a) and (b).



## **Appendix H – Compliance with this Agreement**

**Complaints, queries and concerns regarding entitlements paid in relation to the Agreement shall be raised and resolved in accordance with Clause 14 – Disputes Resolution Procedure.**

- AH.1** The parties to the Agreement agree to participate in an *Agreement Compliance Program (Program)*.
- AH.2** The Program will conduct audits of the employer's adherence to all of the terms and conditions provided in the Agreement.
- AH.3** The audit process may be initiated by the employer themselves, or by the union.

### **Process - Step 1 (If initiated by the union)**

- AH.4.1** Duly authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements; including, but not limited to, the Right of Entry provisions in the FW Act.

### **Step 2**

- AH.4.2** If the union suspects that there has been a breach of the Agreement and requests the production of a Certificate of Compliance (**Certificate**), the employer must provide such Certificate.

### **Step 3 (Full Audit)**

- AH.4.3** Where further evidence exists of continuing non-compliance, or significant breaches, by the employer, the union may request an independent audit report detailing all entitlements be provided by an auditor with a practice certificate from the Institute of Chartered Accountants or registered CPA. At the conclusion of this audit the employer must provide a Certificate to the union and all employees covered by the Agreement.

### **Employer Initiated Audit**

- AH.5** If the audit is initiated by the employer, the employer will, at the conclusion of the audit, must provide a Certificate.

### **Certificate**

- AH.6** The Certificate needs to provide the following information:-
- the name and qualifications of the person/s undertaking the audit; and
  - the name and details of the employer for whom the audit is being undertaken; and
  - the date range of the audit; and
  - the number of employees (and their classification) audited; and
  - the terms and conditions of the Agreement that have been audited; and

- a statement detailing whether the employer has complied with their obligations under the Agreement or not; if “not”, how the employer will rectify such non – compliance (including time frame).

#### **Auditor**

- AH.7.1** All costs of the audit are payable by the employer.
- AH.7.2** The full audit (Step 3) will be conducted by an auditor who is approved by the union and who is independent from the employer's business.
- AH.8** Failure to comply with the requirements of this clause, or the submission of a false or misleading audit certificate, may result in the union party requiring a full audit of the employer's time and wages records and all other records required to ensure compliance with this Agreement.

## **APPENDIX I – Apprentice Training, Engagement, Standards and Indigenous Commitments.**

### **TRAINING**

- AI.1** Parties to this agreement acknowledge apprentices need to have structured workplace learning aimed at industry best practice.
- AI.2** Parties also agree and commit to Indigenous Training through NUDJ Plumbing Programme.
- AI.3** Parties also acknowledge statistically young workers aged between 15 and 24 years of age, and in their first two (2) years of working in the industry have a higher chance of an injury (17% higher than the average across all ages) and/or to be hospitalised (21% higher than other age groups) through workplace accidents.

Factors attributing to these statistics identify young workers:

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

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

- AI.5** The parties agree to ensure that all Apprentices are trained to a level of excellence which would include training in Environmental Sustainable Plumbing Technology.

### **Apprentices – Engaged through a Group Training Scheme or Labour Hire Company**

- AI.6** If the employer wishes to engage an Apprentice through either a Group Training Scheme, or a labour hire company, (collectively referred to as **GTS / LHC**).the employer must first consult with the parties to this Agreement.

- AI.7** The decision, as to whether the employer will, or will not, engage an Apprentice through a GTS / LHC, is to be made by the employer.
- AI.8** If, following the consultation process prescribed in Clause I.6, the employer decides to employ an Apprentice through a GTS / LHC, the employer must ensure that:-
- AI.8(a)** the Apprentice has entered into a Training Agreement with the GTS / LHC; and
  - AI.8(b)** that the Apprentice and the GTS / LHC has entered into a training plan and that such training plan details how the training will be delivered and when the training will be delivered (this can be on – the – job training, or off – the – job training, or a combination of both); and
  - AI.8(c)** that the Apprentice has been registered by the GTS / LHC with a registered training organisation; and
  - AI.8(d)** that, subject to the provisions of the *Occupational Health and Safety Act 2004* (Vic), the Apprentice holds a current Construction Industry Card (White Card); and
  - AI.8(e)** that the Apprentice has been provided by the GTS / LHC with the protective clothing specified in Clause 47 – Protective Clothing; and
  - AI.8(f)** that the Apprentice has been provided by the GTS / LHC with the (applicable) tools specified in Tools Allowance of Appendix G – Additional Definitions; and
  - AI.8(g)** that the Apprentice has been provided with training appropriate to the work tasks being undertaken (e.g. height awareness for a roof plumber, trench safety for a drainage plumber, etc, etc) at the time of placement with the employer.
- AI.8** The obligations prescribed in Clauses 19.17.1, 19.17.2, 19.17.3 and 19.17.4, are to be read in conjunction with the requirements provided in Clause 20.5 – Sham Contracting.

#### **Industry Indigenous Programme**

- AI.9.1** The parties also agree and commit to Indigenous Training through the NUDJ Plumbing Programme.
- AI.9.2** The Nudj Plumbing Programme is an amalgamation of the Nirrumbuk Aboriginal Corporation, the Plumbing Trades Employees Union Victorian Branch, Cooke and Dowsett Pty Ltd, Raw Recruitment and the Jarlmadangah Burru Aboriginal Corporation with the purpose of providing employment and training opportunities for Indigenous Australians.
- AI.9.3** The goals of the parties are to train and provide Indigenous Australians with Apprenticeships in the Plumbing Trades with a view of these Indigenous Australians returning to their Communities and improving the often poor Sanitation and Water Supply conditions in these communities.
- AI.9.4** For Major Projects the parties agree to consult prior to the project in an endeavour to engage and Train as many Indigenous Apprentices as possible over the life of the particular project.