



---

**PLUMBING PTY LTD**

**ENTERPRISE AGREEMENT  
2011-2015**

For  
SYDNEY,  
WOLLONGONG,  
CENTRAL COAST,  
NEWCASTLE & NSW AREAS

19<sup>th</sup> December 2011

<b>Clause No</b>	<b>Name</b>	<b>Page No</b>
1	Title	4
2	Parties and Persons Bound	4
3	Objectives	4
4	Commitments	5
5	Lodgement and Period Of Operation	5
6	Relationship to Other Instruments	6
7	Definitions	6
8	Types of Employment	7
9	Employer and Employee Duties	8
10	Consultative Mechanisms	9
11	Increases to Wages – Productivity Gains	9
12	Payment of Wages	9
13	Apprentices	10
14	Travel Allowance	11
15	Company allowance	12
16	Other Allowances	12
17	Living Away From Home – Distant Work	15
18	Superannuation	19
19	Termination of Employment	20
20	Redundancy Scheme	20
21	Statutory Matters Covered by State legislation	23
22	Top-Up Workers Compensation / 24 Hour Accident Cover & Sickness	24
23	Ordinary Hours of Work	24
24	Work Breaks	25
25	Overtime	26
26	Weekend Work	28
27	Night Shift	29
28	Public Holidays And Holiday Work	30
29	Annual Leave	32
30	Personal Leave	34
31	Compassionate Leave	38

32	Parental Leave	39
33	Occupational Health & Safety	43
34	Inclement Weather	43
35	Protective Clothing	46
36	Compensation For Tools And Clothing	47
37	Presenting For Work But Not Required	47
38	Jury Service Make-Up Pay	48
39	Dispute Settlement Procedures	48
40	Anti-Discrimination	49
41	Posting of Agreement	49
42	Workplace Flexibility	49
43	Consultation	50
	Appendix 1: Rates of Pay Tables 1 to 12	52
	Appendix 2: Leisure Days and Public Holidays Calendar	60
	Appendix 3: List of Tools	61
	SIGNATORY PAGE	62

## **1. TITLE**

This Agreement shall be known as the \_\_\_\_\_ Plumbing Pty Ltd Enterprise Agreement 2011-2015.

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

This Agreement shall be binding upon:

2.1 \_\_\_\_\_ Plumbing Pty Ltd (Company) in respect to its employees as defined in clause 7.1(viii)

2.2 This Agreement does not apply to the employment of:

- a) employees engaged as Sprinkler Fitters whose employment would otherwise fall within the coverage of the Plumbing and Fire Sprinkler Award 2010; or
- b) employees principally engaged in installing automatic fire protection systems; or
- c) the employment of weekly engaged employees who are fully employed in workshops off site and who would otherwise fall within the coverage of the Manufacturing and Associated Industries manufacturing Award 2010.

## **3. OBJECTIVES**

The objectives of this Agreement are to:

- 3.1 Increase the efficiency of the company by the effective utilisation of the skill and commitment of the company's employees;
- 3.2 Improve the living standard, job satisfaction and continuity of the company's employees by improving Industry standards;
- 3.3 Create a cooperative and productive Industrial Relations environment;
- 3.4 Provide workers with more varied, fulfilling and better paid jobs;
- 3.5 Promote the continued skill formation of workers;
- 3.6 Maintain a safe working environment;
- 3.7 Establish effective communications between the company, its workers and their Consultative Committee to ensure that the workforce are kept fully

informed and have an input into decision making that effects the work environment and the future employment of workers with the company.

- 3.8 Maintain and continue the integrity of trade training through apprenticeships contract of training.

#### **4. COMMITMENTS**

In order that the objectives of this Agreement are achieved, the parties are committed to ensuring that:

- 4.1 The measures contained in this Agreement lead to real gains in productivity.
- 4.2 A broad approach to productivity is adopted incorporating (but not being limited to) both management and labour efficiency, quality, training, maintaining high standards of occupational health and safety, improved working conditions, environmental concerns, quality of working life issues and equity issues.
- 4.3 The measures provided for in this Agreement will be implemented through consultative mechanisms agreed to between the employees and the company.
- 4.4 Productivity measures will not be implemented at the expense of health and safety standards and those standards will be improved.
- 4.5 The dispute settlement procedures provided for in this agreement are rigorously applied and enforced.
- 4.6 A free flow of information occurs between the company and employees concerning all aspects of the construction process.
- 4.7 Statutory entitlements, quality of work and proper safety standards will underpin this agreement.

#### **5. LODGEMENT AND PERIOD OF OPERATION**

This Agreement will be lodged in accordance with the Fair Work Act 2009 (Cth).

This Agreement shall come into operation seven days from the date approved by FWA and continue until 30th September 2015.

## 6. RELATIONSHIP TO OTHER INSTRUMENTS

This agreement wholly replaces the Plumbing and Sprinkler Fitter Award 2010.

## 7. DEFINITIONS

Geographic definitions

- a) **Sydney** means the County of Cumberland
- b) **Wollongong** - means the City of Wollongong and City of Shellharbour
- c) **Central Coast** - means the City of Gosford and the Shire of Wyong
- d) **Newcastle** - means the City of Newcastle
- e) **All other Areas** - means all other areas of the State of New South Wales not covered by the geographic areas set out in (a) to (d) above.

### 7.1 Other definitions

In this agreement, unless the contrary intention appears:

- (i) **Act** means the Fair Work Act 2009 (Cth)
- (ii) **adult apprentice** means a person of 21 years of age or over at the time of entering into an indenture to a trade specified
- (iii) **agreement-based transitional instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- (iv) **award-based transitional instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- (v) **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. For the purpose of this definition maintenance is confined to employees employed by employers in the building and construction industry.
- (vi) **contractor** means any entity which contracts to provide plumbing.
- (vii) **continuous shift worker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least

six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts

- (viii) **employee** means national system employee within the meaning of the Act
- (ix) **employer** means national system employer within the meaning of the Act
- (x) **enterprise award-based instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- (xi) **leading hand** means an employee who is given by the employer, or their agent, the responsibility of directing and/or supervising the work of other employees, or in the case of only one employee, the specific responsibility of directing and/or supervising the work of that employee
- (xii) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)
- (xiii) **on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client
- (xiv) **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
- (xv) **plumber's labourer** means an employee primarily engaged in assisting a plumber
- (xvi) **standard rate** means the minimum wage for the Plumbing and mechanical services tradesperson Level 1 in Appendix A.

Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies.

## 8. TYPES OF EMPLOYMENT

Employees under this Agreement will be employed either as full-time employees on daily hire, or as casual hands. At the time of engagement an employer will inform each employee in writing of the terms of their engagement, in particular whether they are to be full-time on daily hire or a casual hand.

8.1 Daily hire employees (plumbing and mechanical services classifications only)  
The following provisions will apply to daily hire employees:

- (a) One day's notice of termination of employment will be given by either party or one day's pay must be paid or forfeited;
- (b) Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work;
- (c) A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools; and
- (d) Nothing in this clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

8.2 Casual employment

A casual employee is an employee engaged and paid as such.

In addition to the rate appropriate for the type of work, a casual employee will be paid an additional 25 percent of the rounded hourly rate with a minimum payment as for three hours employment. The penalty rate herein prescribed will be made in lieu of annual leave, public holidays, personal leave, Parental Leave, Redundancy Payments, Top-Up Payments or Severance Payments prescribed for other employees in this Agreement.

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

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

Every employer of such an employee must give the employee notice in writing of the provisions within four weeks of the employee having attained such period of six months. The employee retains their right of election under this clause if the employer fails to comply with this clause.

## **9. EMPLOYER AND EMPLOYEE DUTIES**

An 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.

## **10. CONSULTATIVE MECHANISMS**

Any matter arising as a result of the introduction of this Agreement will be implemented by way of a Company Consultative Committee consisting of equal numbers of management and employee representatives. The consultative committee shall meet as required with additional meetings being convened at the request of either party.

## **11. INCREASE TO WAGES – PRODUCTIVITY GAINS**

In recognition of the productivity measures identified herein, the increases payable under this agreement shall be available to all employees as follows:

- (i) From the first full pay period after **1<sup>st</sup> April 2012**– The rate of pay will be as per Appendix 1 – Table 1
- (ii) From the first full pay period after **1<sup>st</sup> April 2013** – The rate of pay will be as per Appendix 1 – Table 2
- (iii) From the first full pay period after **1<sup>st</sup> April 2014** – The rate of pay will be as per Appendix 1 – Table 3
- (iv) From the first full pay period after **1<sup>st</sup> April 2015** – The rate of pay will be as per Appendix 1 – Table 4

## **12. PAYMENT OF WAGES**

12.1 Wages due will be paid by electronic funds transfer into the employee's nominated bank or other financial institution account. Wages will be paid weekly and (subject only to Public Holiday delays) be available no later than close of business on the Thursday following the end of the relevant pay period. Employees will receive their pay slips on a weekly basis as soon as practicable on or after pay-day.

12.2 An employee whose service is terminated shall, within a reasonable time period, be paid the full amount of wages and accrued payments due, and paid on the normal pay day.

12.3 Time and Wages Records

In accordance with statutory requirements, the Company shall keep or cause to be kept a time and wages record for each employee. The employer will provide access to these records to the employee if requested.

### **13. Apprentices**

- 13.1 Apprentices will be entitled to all terms and conditions of this agreement. Rates of pay and allowances will be in accordance with the charts contained at Appendix 1.
- 13.2 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 apprenticeship already completed.
- 13.3 Attending college/school.  
Apprentices will be paid all wages and allowances as specified by this Agreement for time spent attending college/school in the course of their apprenticeship. All time spent attending college/school in the course of the apprenticeship will count as time served for all purposes.
- 13.4 Except where it is inconsistent with this clause, the provisions of the Plumbing and Fire Sprinkler Award 2010 will apply to apprentices.
- 13.5 Fees due by an apprentice for attending the Plumbing Trade Course shall be paid by the employer at the time such fees become due. Where an apprentice fails to complete a course of study or fails a particular subject any additional fees due in order to complete the course will be the responsibility of the apprentice.
- 13.6 RDO's / Public Holidays  
  
In addition to the provisions otherwise provided in this agreement where Public Holiday or RDO falls on a day on which the apprentice is required to attend and does attend technical college or registered training organisation), the next working day shall be taken in lieu of the public holiday / rostered day off unless an alternative day in that four-week cycle is agreed between the apprentice and the employer.
- 13.7 Apprentices shall be paid a weekly tool allowance unless the employer supplies the apprentice with all necessary tools.
- 13.8 Where an employer supplies the apprentice with tools and the apprentice is dismissed or leaves their employment before the cost of the tool kit has been reimbursed, the employer shall be entitled to either deduct from any wages due to the apprentice the remaining cost of the tool kit, or, by agreement, retain tools equivalent to the amount still owing based on the original cost of the tools.
- 13.9 Provided further that where a tool allowance is paid to apprentices the employer may, from time to time, inspect tools provided by an apprentice and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid,

may supply or repair those tools and deduct the cost from the future tool allowance payments.

13.10 Any disputes arising out of the provisions of this clause shall be dealt with through the dispute settlement procedure.

13.11 The provisions of this clause shall not apply to school based apprentices.

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

13.13 Overtime – Apprentices

(a) Except in an emergency, be required to work overtime or shift work at times which would prevent their attendance at technical school or a registered training organisation.

(b) When working overtime the apprentice should be under the direction of a tradesperson.

(c) Be paid at the overtime, meals and other penalties rates that apply under this Agreement.

#### **14. TRAVEL ALLOWANCE**

14.1 Employees will be entitled to a travel allowance in accordance with this clause to compensate for travel patterns and costs peculiar to the industry which include mobility/construction and related industries.

14.2 Travel allowance will be in accordance with the charts contained at Appendix1.

14.3 An employee will be paid travel on RDOs. An employee will not be paid travel on Productivity Leisure Days.

(a) The travelling time allowances are daily allowances where the employee is required to:

(i) start or finish work at a job site;

(ii) start or finish work at the usual times; and

(iii) uses his/her own vehicle or uses public transport.

(b) Travel allowance

Subject to clauses 14(a) employees will be paid a travel allowance in accordance with the figures shown in Appendix 1.

#### 14.4 Transfer between job sites during working hours

- (i) Employees transferred from one job site to another during ordinary working hours must be paid their ordinary rate of pay for the time occupied in travelling, and unless transported by the employer, will be reimbursed the reasonable cost of fares by the most convenient public transport between such job sites.
- (ii) Where the employer requests an employee to use their own vehicle to effect such a transfer, and the employee agrees to do so the employee will be paid an allowance at the rate of \$0.74 per kilometre.

#### 14.5 Standard travelling time allowance

The standard travelling time component is an amount based on travel within a defined radius set out in clause 7.1

#### 14.6 Mileage allowance for travel beyond defined radius

- (i) An employee entitled to the additional travelling time allowance beyond the defined radius under subclause 7.1 and who uses their own vehicle for such travel is to be paid an amount equivalent to \$0.74 per kilometre as reimbursement for the additional fuel costs incurred covering the combined distance from the defined radius to the job site and return to the defined radius.
- (ii) An employee who lives close to the boundaries of the defined radius and who is requested to travel beyond the defined radius can reach mutual agreement between the employer and employee for the excess travel allowance not to be paid on fair and reasonable grounds that the employee is not travelling further than what would be considered a normal days travel to a job site within the defined radius..

### 15. COMPANY ALLOWANCE

From 1<sup>st</sup> April 2012 the company allowance will be absorbed into the hourly rate of pay.

### 16. OTHER ALLOWANCES

#### 16.1 Employee acting on welding certificate

An employee who is requested by the employer to hold the relevant qualifications required by the various State Government bodies, or other relevant authorities for pressure oxy-acetylene or electric welding, either

manual or machine welding, and is required by the employer to act on such qualifications, will be paid an 46 cents per hour for oxy-acetylene welding and 46 cents per hour for electric welding for every hour of employment whether or not the employee has in any hour performed work relevant to those qualifications held.

16.2 Meals when working overtime

An employee required to work overtime for at least 1.5 hours after working ordinary hours will be paid by their employer an amount of \$11.29 to meet the cost of a meal, plus an additional \$11.29 for each subsequent four hours worked. The employer may provide a meal or meals instead of paying any such allowance.

16.3 Leading hand allowance:

1-10 employees = \$35 per week.  
10 + employees = \$55 per week.

16.4 Multi-storey work

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

- (a) For the purposes of this clause renovation work is work performed on existing multi-storey buildings, (as defined) and such work involves structural alterations which extend to more than two storey levels in a building and at least part of the work to be performed is above the fourth floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.
- (b) For the purposes of this Agreement, a multi-storey building is a building which will, when complete, consist of five or more storey levels.
- (c) Complete means the building is fully functional and all work which was part of the principal contract is complete.
- (d) For the purposes of this clause, a storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors).
- (e) Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed fifteen metres in height may be covered by this subclause, or by 16.4(g) - Towers allowance by

agreement or, where no agreement is reached, by determination of FWA.

- (f) Plant Room - Further provided that a plant room situated on the top of a building will constitute a further storey level if the plant room occupies 25 percent of the total roof area or an area of 100 square metres whichever is the lesser.
- (g) Towers - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height, must be paid for all work above 15 metres an additional \$0.54 of the hourly standard rate per hour, with an additional \$0.54 of the hourly standard rate per hour for work above each further 15 metres.

#### 16.4.1 Rates

- (a) An allowance in accordance with the following table will be paid. The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one of the following components of the building - structural steel, re-enforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.
- (b) Floor level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

From the basement floor level to the 15 <sup>th</sup> floor level	\$0.41
From the 16th floor level to the 30th floor level	\$0.49
From the 31st floor level to the 45th floor level	\$0.77
From the 46th floor level to the 60th floor level	\$0.99
From the 61st floor level onwards	\$1.23

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

#### 16.5 Hot Work

- (a) An employee who works in a place where the temperature has been raised by artificial means to between 46 and 54 degrees Celsius will be paid an additional \$0.54 or part thereof; with an additional \$0.67 or part thereof, where the temperature exceeds 54 degrees Celsius.

- (b) Where such work continues for more than two hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided for in clause 16.9.1.

#### 16.6 Cold Work

- (a) An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius will be paid an additional \$0.54 per hour.
- (b) Where such work continues for more than two hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided for in clause 16.10.1.

### 17. LIVING AWAY FROM HOME – DISTANT WORK

#### 17.1 Qualification

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

#### 17.2 Employee's address

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

- (a) The address of the place of residence at the time of application; and
- (b) The address of a separately maintained residence, if applicable.
- (c) The employer will not exercise undue influence, for the purpose of avoiding its obligations under this 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.

#### 17.3 Entitlement

Where an employee qualifies under 17.1 the employer will either:

- (a) provide the employee with reasonable board and lodging to a standard of no less than 3 star accommodation, with two meals daily, being breakfast and dinner, and an out of pocket allowance of \$20.00 per day, or
- (b) Pay an accommodation allowance of \$100.00 per day, and an out of pocket allowance of \$20.00 per day, but such allowances will not be

counted as wages. The foregoing accommodation allowance will be increased if the employee can satisfy the employer that the employee reasonably incurred a greater outlay than that prescribed in clause 17.3 (a).

#### 17.4 Travelling expenses

An employee who is sent by the employer or selected or engaged by an employer or agent of the employer to go to a job which qualifies them to the provision of this clause will not be entitled to any of the allowances prescribed by clause 14 - Travel, for the period occupied in travelling from their usual place of residence to the distant job, but in lieu thereof will be paid:

##### (a) Forward journey

- For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- For the amount of 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 their tools if such is incurred.
- For any meals incurred while travelling at \$10.97 per meal. The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing on the job and who does not forthwith return to their place of engagement.

##### (b) Return journey

- An employee will, for the return journey, receive the same time, fares, and meal payments as provided in 17(4d) (a) above, together with an amount of \$17.24 to cover the cost of transport from the main public transport terminal to their usual place of residence.
- The above return journey payments will not be paid if the employee terminates or discontinues their employment within two months of commencing on the job, or if the employee is dismissed for whatever reason within one working week of commencing on the job, or is dismissed for misconduct.
- Departure point- for the purposes of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

#### 17.5 Daily Travel allowance

An employee engaged on a job which qualifies them to the provisions of this clause and who are required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) will be paid the travel allowance prescribed by clause 14 – Travel.

#### 17.6 Week-end return home

An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or their representative, no later than Tuesday of each week, of an intention to return to their usual place of residence at the weekend and who does return for the weekend, will be paid an allowance of \$28.00 for each occasion.

#### 17.7 Construction camps

##### (a) Camp and caravan accommodation

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

This clause will not apply where the employer provides appropriate camp or caravan accommodation.

##### (b) Camping allowance

An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance of \$144.16 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 \$20.67 per day including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

(c) Camp meal charges

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

17.8 Rest and recreation

(a) Rail or road travel

- (i) An employee, who proceeds to a job which qualifies for the provisions of this subclause, may, after two months continuous service and thereafter at three monthly periods of continuous service return to their usual place of residence at the weekend. 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 their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend. Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight days after expiration of any such period of two or three months, the provisions of this subclause will not be applicable.
- (ii) The entitlement under 17.8.(i) will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due, of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice will lie with the employer).

(b) Variable return home

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

(c) No payment for unused fares

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

(d) Flexible rostered day off

If the employer and employee so agree in writing, the paid rostered day off as prescribed in clause 24 – Ordinary Hours of work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in 17.8, or at the end of the project, or on termination whichever comes first.

17.9 Termination

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.

**18. SUPERANNUATION**

18.1 The level of contributions paid on behalf of each employee will be in accordance with the table contained at Appendix I.

18.2 Superannuation will be paid on all ordinary time earnings, Paid Leisure Days, travel allowances and all allowances specifically covered by the Superannuation Guarantee Charge (SGC)

18.3 The Superannuation Fund will be CBUS.

18.4 If at any time during the life of this Agreement the Superannuation Guarantee Charge (SGC) increases beyond 9%, then any increase will be applicable under this Agreement. Provided that at all times during the life of this Agreement the minimum SGC percentage will be 9%.

18.5 Subject to the Trust Deed of the Fund of which an employee is a member, the following provisions will apply:

(a) Paid Leave

Contributions will continue whilst an employee is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave, or other paid leave.

(b) Unpaid Leave

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

(c) Work related injury or illness

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

18.6 The subject of superannuation is extensively dealt with by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties except as provided for under this Agreement. The contribution rates provided for in Clause 19.2 and 19.4 above do not limit an enterprise's liability under the SGC.

18.7 All Superannuation contributions under this Agreement will be paid monthly as required by the Trust Deed.

## **19. TERMINATION OF EMPLOYMENT**

19.1 Notice of termination is provided for in the NES. The notice provisions of the NES do not apply to a daily hire employee working in the building and construction industry.

19.2 Notice of termination by an employee

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

## **20. INDUSTRY SPECIFIC REDUNDANCY SCHEME**

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

participate in the ACIRT Redundancy Scheme or other equivalent Redundancy Scheme/Fund as agreed between the employer and employees and make contributions to the Scheme in accordance with this clause for each employee.

20.2 Definition

For the purposes of this clause, redundancy means a situation where an employee ceases to be employed by an employer other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning.

20.3 Redundancy pay

(a) A redundant employee will receive redundancy/severance payments in respect of all continuous service with the employer, calculated as follows:

<b>Period of continuous service with an employer</b>	<b>Redundancy/Severance Pay</b>
1 year or more but less than 2 Years	2.4 weeks' pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 Years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks' pay
3 years or more but less than 4 Years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

- (b) Provided that an employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.
- (c) Week's pay means the ordinary time rate of pay at the time of termination for the employee concerned.
- (d) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.
- (e) Any period of service as a casual will not entitle an employee to accrue service in accordance with this clause for that period.
- (f) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this

clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

- (g) Contributions paid by the employer under this clause will be paid in accordance with the requirements of the Scheme's trust deed.
- (h) Upon termination the employee will, depending on the Scheme's trust deed, be paid directly by the Scheme.
- (i) For the purpose of meeting its obligations under this clause the employer will make the contributions set out in clause 20 above on a monthly basis in respect of each employee covered by this Agreement to the Scheme.
- (j) Where an employee is entitled to a payment by the Scheme under clause 20 and an entitlement under the provisions of this clause would be greater then the employee will receive the difference between the amount due under clause 20 and the amount due under this clause, but not both.

#### 20.4 Redundancy pay schemes

- (a) Where an employer terminates the employment of an employee and the employer incurs a redundancy pay obligation to the employee under this clause, some or all of the benefit the employee receives from a redundancy pay fund may be set off against the employer's redundancy pay obligation under this clause, subject to the following conditions.
- (b) If the employee receives a benefit from the redundancy pay fund, the employer may set off any proportion of the benefit which is attributable to the employer's contribution to the fund against its redundancy pay obligation under this clause. If the proportion so calculated is equal to or greater than the employer's redundancy pay obligation under this clause the obligation will be fully satisfied.
- (c) If the employee does not receive a benefit from the redundancy pay scheme, contributions made by an employer on behalf of an employee to the scheme will, to the extent of those contributions, be set off against the liability of the employer under this clause and payments to the employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. If the contribution is equal to or greater than the employer's redundancy pay obligation under this clause the obligation will be fully satisfied.

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

## 20.5 Employee leaving during notice period

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

## 20.6 Transfer of business

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

- (a) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer; and
- (b) the period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer.

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

## 21. STATUTORY MATTERS COVERED BY STATE LEGISLATION

The following NSW State Acts and the regulations, as amended, where relevant and provided they are not in conflict with the requirements of the Workplace Relations Act 1996, as amended, will set the minimum terms insofar as they relate to matters that are under the provisions of the relevant Act and pertain to the Company and employees bound by this Agreement:-

- Long Service leave Act 1955;
- Building and Construction Industry Long Service Payments Act 1986;
- Workplace Injury Management and Compensation Act 1998; and
- Occupational Health and Safety Act 2000.

Where an employee is eligible, the employer will register an employee with the Building and Construction Industry Long Service Payments Corporation within 4 weeks of commencement of his/her employment.

If at any time during the life of the agreement any new legislation is enacted it will be deemed to cover this agreement.

## **22. TOP-UP WORKERS COMPENSATION / 24 HOUR ACCIDENT AND SICKNESS INSURANCE**

The Employer recognises the importance of providing income security for employees and their families in the event of unforeseen circumstances occurring. In this regard the Company will, as part of this Agreement take out a Top Up, 24 hr accident and sickness insurance with **Marsh Pty Ltd** for all employees other than casuals. This policy will contain provisions that allow approved benefits to be paid within 14 days resulting from an accident or sickness, and within 30 days resulting from an amateur sporting injury. The maximum cost to the Company will not exceed \$14.75 per week.

## **23. ORDINARY HOURS OF WORK**

23.1 Except as provided elsewhere in this agreement, the average ordinary working hours will be 38 per week worked in accordance with the following provisions for a four week work cycle:

- (a) Ordinary working hours will be worked in a twenty-day, four week cycle, Monday to Friday inclusive, with nineteen working days of eight hours each, between the hours of 6.00 a.m. and 6.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take a rostered day off (RDO) in each cycle paid as though worked. With an additional 0.4 of an hour on each day worked accruing as an entitlement to a paid leisure day (PLD) to be paid on No Work Saturdays in accordance with arrangements contained at sub clause 24.2.(c)
- (b) This time will accrue as follows:
  - (i) Sydney – 0.8 hours (48 minutes) accrued per day worked or per day of paid leave taken;
  - (ii) Other geographical areas – Wollongong, Central Coast, Newcastle, NSW Country areas and apprentices; 0.4 hours (24 minutes) accrued per day worked or per day of paid leave taken.
  - (iii) An employee is not entitled to accrue the time provided for in 23.1(a) whilst on an RDO or PLD.

### **23.2 Clearing of Rostered Days Off (RDO) and Paid Leisure Days(PLD)**

An employee will be entitled to take RDOs & PLD's in accordance with the following:

- (a) Six RDOs (i.e. 43.2 hours (at the 36 hour divisor) will be taken as fixed in accordance with the calendar set out in Appendix 2 of this Agreement.

- (b) Additional RDOs (as accrued) may be taken in accordance with Appendix 2 or alternatively at a times mutually convenient to the employer and employee.

The standard RDO Calender, as endorsed by the Building Industry Trade Group of Unions (BTG) will be strictly adhered to for the life of the agreement. If, an employee is required to work on a nominated Industry RDO, it is agreed that the employee must take the accrued RDO within fourteen days of the worked RDO at a day which the employee agrees to. RDO's are not to be banked.

- (c) No Work Saturday

In addition to the RDOs provided for in 23.2(a) & 23.2(b), Sydney employees will use their PLD accruals for payment of up to 14.4 hours (at the 36 hour divisor) on nominated No Work Saturdays detailed at Appendix 2 of this Agreement.

- (d) If on commencement of Employment an employee does not have enough RDO/PLD leave accrued to obtain full payment for the next rostered day off or No Work Saturday, only partial payment may be made from accruals.

- (e) Termination of employment

On termination, the employer must pay an employee all unused accruals that the employee has accrued under this clause

### 23.3 Early start

By agreement between the employer and employees, the working day may begin at 6.00 am. Or at any other time between that hour and 8.00 a.m. and the working time will then begin to run from the time so fixed, with a consequential adjustment to the meal break.

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

## 24. **WORK BREAKS**

### 24.1 Meal breaks

There will be a cessation of work and working time within the first 5 hours of each day for the purpose of a meal on each day, of not less than 30 minutes, to be taken at a time that meets the needs of each particular project.

Employees will not be required to work more than 5 hours without a rest break.

#### 24.2 Variation of meal breaks

Where, because of the area or location of a project the period of the meal break may be lengthened to not more than 45 minutes with a consequential adjustment to the daily time of cessation of work.

#### 24.3 Daily rest breaks

There will be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 am and 11 00 am.

#### 24.4 Overtime rest breaks

- (a) When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee will be allowed to take without deduction of pay, a rest break of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, the employee will be allowed to take also, without deduction of pay, a rest break of 30 minutes in duration.
- (b) In the event of an employee remaining at work after the usual ceasing time without taking the rest break of 20 minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- (c) For the purpose of this clause usual ceasing time is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 23.1(a)— Ordinary Hours of Work.
- (d) Where an agreement is reached pursuant to clause 24.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

### **25. OVERTIME**

#### 25.1 Overtime generally

- (a) All time worked beyond the ordinary hours of work as prescribed in clause 23 – Ordinary Hours of work, inclusive of time worked for accrual purposes as prescribed will be paid for at the rate of one and a half times ordinary rate for the first two hours and double time thereafter.

(b) Call-back

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 hours work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances the employee will not be required to work the full three hours if the job or jobs the employee was recalled to perform is completed within a shorter period. When an employee is recalled to work after leaving the employer's business premises prior to the expiration of a ten hour break after ordinary ceasing time and the actual time worked on the call out does not exceed three hours, the provisions of this clause will not apply. In addition:

This sub-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 ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(c) Working during meal break

If the employer requires an employee to work through their normal meal break the employee will be paid at the rate of double time until the employee is allowed to take such a break. Where the meal break is shortened by agreement, the employer will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours.

(d) Transport after overtime or holiday work

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 a conveyance to their home or to the nearest public transport.

## 25.2 Breaks between working days

An employee who works so much overtime that, between the termination of ordinary work on one day and the commencement of ordinary work on the next day, the employee has not had at least ten consecutive hours off duty between those times, or on a Saturday, Sunday or Holiday without having had ten consecutive hours off duty in the 24 hours preceding ordinary commencing time on their next ordinary day will, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (a) 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 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 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) An employee who has worked continuously (except for work breaks allowed by this Agreement) for 20 hours including holiday work will not be required to continue at or recommence work for at least twelve hours.

## **26. WEEKEND WORK**

### **26.1 Weekend work generally**

Time worked on Saturday will be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all time worked after 12 noon will be paid for at the rate of double time.

26.2 From 1<sup>st</sup> July 2015 all overtime worked on Saturday will be paid for at double time.

26.3 All time worked on Sunday will be paid for at double time.

26.4 An employee required to work on a Saturday or Sunday will be afforded at least three hours work on a Saturday or four hours work on a Sunday or will be paid for three hours on a Saturday or four hours on a Sunday at the appropriate rate. Provided that on urgent service work an employee will be paid in accordance with 25.1(a)

26.5 An employee working overtime on a Saturday or a Sunday will be allowed a paid rest period of ten minutes between 9.00 a.m. and 11.00 a.m. This rest period is to be paid for as though worked.

26.6 An employee working on a Saturday or Sunday will be allowed a paid meal break of 20 minutes after four hours work, to be paid for at the ordinary rate of pay, but this will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay. In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid rest break of 30 minutes which will be paid at the ordinary rate of pay.

## **27. NIGHT SHIFT**

Wherever it may be found necessary in the erection, alteration, renovation or demolition of buildings to work wholly by night, or in two shifts, day and night, the following terms and conditions will apply:

- 27.1 No employee who is employed during the ordinary hours will be employed on night shift except on overtime rates or vice-versa.
- 27.2 Reasonable time will be allowed for a meal or meals during such shift.
- 27.3 In such cases where night shifts are worked and employment continues for more than one week, employees will work five shifts per week of eight hours. Employees on shift work will accrue 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift entitlement will be in accordance with Clause 23 – ordinary hours of work. This twentieth shift will be paid for at the appropriate shift rate as prescribed by this clause and the appropriate allowance under clause 14- travel.
- 27.4 In addition to clause 27.3, employees engaged in Sydney (as defined) will accrue an additional 0.4 hours for each 8 hour shift worked that will accrue as a PLD entitlement in accordance with Clause 23 – Ordinary Hours of work.
- 27.5 Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 29 - Public holidays and holiday work will be regarded as shifts worked for accrual purposes.
- 27.6 Except as provided above, employees not working a complete four week cycle will be paid accrued pro rata entitlement for each shift worked on a programmed shift off or, in the case of termination of employment on termination.
- 27.7 The employer and employee will agree in writing upon arrangements for rostered paid days off during the twenty shift cycle or for accumulation of accrued days to be taken at or before the end of the particular contract, provided that such accumulation will be limited to no more than five such accrued days before they are taken as paid days off, and when taken those days will be regarded as days worked for accrual purposes in the particular twenty shift cycle.
- 27.8 Once such days have been rostered they will be taken as paid days off provided that where the employer for emergency reasons requires an employee to work on a rostered day off, the employee will be paid in addition to their accrued entitlement, penalty rates prescribed in 25.1(a).
- 27.9 An employee employed for less than five continuous shifts in any working week will be paid in accordance with clause 25 - Overtime, and clause 26 - Weekend Work. In cases where the employee has been employed on night

shift for more than one week continuously then in such cases if the job finishes during the currency of the week's work the employer will be at liberty to terminate the engagement and will pay to such employee the rate fixed for night shift work for the time actually worked. In cases where less than a full week is worked, due to the action of the employee, the rate payable for the actual time worked will be ordinary night shift rates.

27.10 The rate of pay for night shift will be time and one third (133%).

27.11 The starting and finishing hours for night shift work will be agreed upon mutually between the employer and a majority of affected employees. The provisions relating to clause 23 –Ordinary Hours of work and Clause 29 - Annual Leave apply to employees working shift work provided that the starting time for ordinary night shift hours will not be before 3.00pm.

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 a conveyance to their home or to the nearest public transport.

## **28. PUBLIC HOLIDAYS AND HOLIDAY WORK**

An employee will be entitled to the following holidays without deduction of pay:

New Years' Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Labour Day
Easter Saturday	Christmas Day
Easter Monday	Boxing Day

Any State Act or State declared substitute days or additional days as observed in the particular state or locality. Where the business is situated near a state or territory border and the employer's operations traverse the border, the employer may elect to follow a particular state or territory's public holidays, subject to agreement with the affected employees.

In addition to the above mentioned holidays the following public holiday will apply in the City of Newcastle - Show Day. This public holiday will be observed on the local Show Day as gazetted for the City of Newcastle when that day, in the locality of the employer's premises, occurs on an employee's ordinary working day.

28.1 When public holidays fall on a weekend

- (a) When Christmas Day is a Saturday or Sunday a holiday in lieu will be observed on 27 December.
- (b) When Boxing Day is a Saturday or Sunday a holiday in lieu will be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or Sunday a holiday in lieu will be observed on the following Monday.
- (d) By agreement between an employer and the majority of employees other days may be substituted for the days prescribed in Clause 29.

28.2 Termination

- (a) If the employer terminates the employment of an employee (except for reasons of misconduct or incompetency) the employer will pay the employee a day's ordinary wages for each holiday or each holiday in a group which falls within ten consecutive calendar days after the day of termination.
- (b) Where any two or more of the holidays prescribed in this clause occur within a seven 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 consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group.
- (c) No employee will be entitled to receive payment from more than one employer in respect to the same public holiday or groups of holidays.

28.3 Family Day

- (a) The first Monday in December each year will be the Company Family Day.
- (b) All employees will, as far as practicable, be given and will take this day as Family Day without deduction of pay.
- (c) Any employee required to work on this day will be paid at the rate of double time and a half; provided that an employee who attends for work as required on this day will be paid for not less than four hours work.

28.4 Absence before/after a holiday

An employee who, without permission or reasonable cause, fails to attend for work on the working days before or after a holiday will not be entitled to be paid for such holiday.

## 28.5 Payment for working on a Public holiday

An employee who works on any of the public holidays or substitute days prescribed in this clause, will be paid at the rate of double time and a half for all time worked. An employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.

## 29. ANNUAL LEAVE

### 29.1 Period of leave

- (a) An employee (other than a casual employee) is entitled to four weeks of paid annual leave for each year of service with the employer. An employee's entitlement to annual leave accrues on a continuous basis according to the number of ordinary hours worked.
- (b) Where a rostered day off, as prescribed by clause 23 – Ordinary Hours of Work falls, during the period annual leave is taken, payment of accrued entitlements for such day will be made in addition to annual leave payments prescribed in 29.6.

### 29.2 Method of taking leave

- (a) Either 28 consecutive days, or two separate periods of not less than seven consecutive days in all cases exclusive of any public holidays will be given and taken within six months from the date when the right to annual leave accrued. The employer and employee will seek to reach agreement on the taking of annual leave at a mutually convenient time(s). If not taken within six months from the date it accrued, either the employer or employee may give at least four weeks' notice of the dates when all, or part of the accrued leave will be taken.
- (b) Where an employee requests that leave be allowed in one continuous period such request will not be unreasonably refused.
- (c) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provisions of 29.2(a) may be altered by agreement between the employer and a majority of employees affected under this Agreement to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or employer, requests it.

### 29.3 Leave allowed before due date

- (a) An employer may allow an employee to take any amount of annual leave before it becomes due. In such circumstances an employee cannot take

further leave in advance of their accrued balance until after the date the employee becomes entitled to the leave that was taken in advance.

- (b) Where an employer has allowed an employee to take annual leave pursuant to 29.2(a) and the employee's services are terminated (for any reason) prior to the date the employee becomes entitled to the leave that was taken in advance, the employer may, for each complete week of the qualifying period of service not served by the employee, deduct from whatever remuneration is payable upon the termination of employment one-fifty second of the amount of wages paid on account of annual leave.

#### 29.4 Payment for annual leave on termination

- (a) Rate of pay

Where an employee, who has given five working days or more continuous service (including an RDO but excluding overtime), leaves or their employment is terminated, the employee will be paid their accrued balance of annual leave.

- (b) Annual leave loading

In addition the employee will receive a loading of 17.5% calculated on the rates, prescribed by Appendix 1.

#### 29.5 Payment for periods of leave

- (a) Payment in advance

An employee, before going on annual leave, will be paid in advance at their current weekly wage rate (including leading hand allowance, if applicable) for the period of annual leave.

- (b) Annual leave loading

In addition, during a period of annual leave an employee will receive a loading of 17.5 percent calculated on the hourly rate in Appendix I

#### 29.6 Annual close down

Despite anything contained in this agreement an employer giving any leave in conjunction with the Christmas - New Year holidays may either:

- (i) Stand off without pay during the period of leave any employee who has not yet qualified under 29.1, or
- (ii) Where the employer decides to close down an establishment at the Christmas - New Year period for the purpose of giving the whole of the

annual leave due to all, or the majority of employees qualified for such leave, the employee will give at least two months' notice to employees of their intention so to do.

29.7 Commencement of leave - distant jobs

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 their headquarters, by the first reasonable means of transport, their annual leave will commence on the first full working day following their return to such place of engagement or headquarters as the case may be.

**30. PERSONAL LEAVE**

30.1 Amount of paid personal leave

Paid personal leave will be available to an employee when they are absent due to:

- (i) personal illness or injury (sick leave); or
- (ii) providing care or support to a member of the employee's immediate family or a member of the employee's household who requires care or support because of:
  - a personal illness or injury, or
  - an unexpected emergency affecting the employee (carer's leave).

30.2 The amount of personal leave to which an employee is entitled is as follows:

- (a) One day in the first month and then one additional day at the beginning of each of the next nine calendar months, will be available in the first year of employment, and
- (b) Ten days at the beginning of the employee's second and each subsequent year which, subject to 30.5 will commence on the anniversary of engagement.
- (c) An employee's personal leave entitlement is the current year's personal leave plus any accumulated personal leave available to the employee.

30.3 In any year unused personal leave accumulates at the rate of the lesser of:

- (a) Ten days less the number of sick leave and carer's leave days taken from the current year's personal leave entitlements;

(b) The balance of that year's unused personal leave.

30.4 Personal leave accumulates from year to year.

30.5 If an employee is terminated by the employer and is re-engaged within a period of six months then the employee's unclaimed balance of personal leave will continue from the date of re-engagement.

30.6 In such a case the employee's next year of service will commence after a total of twelve months has been served with the employer (excluding the period of interruption in service) since either:

(a) The employee was first engaged, or

(b) The anniversary of their original engagement as appropriate.

30.7 Immediate family or household

(a) The entitlement to use personal leave for the purpose of carer's or bereavement leave is subject to the person in respect of whom the leave is being taken being either:

(i) a member of the employee's immediate family; or

(ii) a member of the employee's household

(b) The term immediate family includes:

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as husband or wife on a bona fide domestic basis; and

(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

30.8 Sick leave

(a) An employee is entitled to use up to ten days of the current year's personal leave entitlement as sick leave in each year of service (subject to accrual, see 30.2(a) and 30.2(b)).

(b) An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

(c) Notice

- (i) As soon as reasonably practicable, the employee must give the employer notice to the effect that the employee requires leave during the period because of a personal illness, or injury of the employee.
- (ii) Clause 30.8(c)(i) does not apply to an employee who could not comply with that clause because of circumstances beyond the employee's control

(d) Evidence

- (i) If the employer requires an employee to give the employer documentary evidence in relation to a period of sick leave taken (or to be taken) by the employee, the employee must give either:
  - If it is reasonably practicable to do so – a medical certificate from a registered health practitioner; or
  - If it is not reasonably practicable for the employee to give a medical certificate – a statutory declaration by the employee.
- (ii) To be entitled to sick leave during the period, the documents referred to in clause 30.8(d)(i) must:
  - be given to the employer as soon as reasonably practicable (which may be before or after the sick leave commences); and
  - include the requisite statement.
- (iii) For the purposes of this clause 30.8(d)(ii), the requisite statement means either:
  - If the document is a medical certificate – a statement to the effect that in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - If the document is a statutory declaration – a statement that the employee was, is or will be unfit for work during the period because of a personal illness or injury.
- (iv) This clause 30.8(d) (iii) does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

### 30.9 Carer's leave

- (a) An employee is entitled to use up to ten days personal leave each year as carer's leave.
- (b) Notice
- (i) To be entitled to carer's leave, an employee must give notice to the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started).
- (ii) The notice must be to the effect that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:
- A personal illness, or injury, of the family member; or
  - An unexpected emergency affecting the family member.
  - This clause (30.9(b)) does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (c) Evidence
- (i) If the employer requires an employee to give the employer documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee, the employee must give either:
- If the carer's leave is required because of a personal illness, or injury, of the employee of the employee's immediate family or household – a medical certificate from a registered health practitioner, or a statutory declaration made by the employee; or
  - If the carer's leave is required because of an unexpected emergency affecting the employee – a statutory declaration made by the employee.
- (ii) To be entitled to carer's leave during the period, the document referred to in clause 31.5(c) must:

- be given to the employer as soon as reasonably practicable (which may be before or after the sick leave commences); and
  - include the requisite statement.
- (iii) For the purposes of this clause 30.9(c)(ii), the requisite statement means either:
- If the document is a medical certificate – a statement to the effect that in the registered health practitioner’s opinion, the employee had, has, or will have a personal illness or injury during the period; or
  - If the document is a statutory declaration – a statement that the employee requires (or required) carer’s leave during the period to provide care or support of the employee because the employee requires (or required) care or support during the period because of either a personal illness, or injury, of the employee or because of an unexpected emergency affecting the employee.
- (iv) This clause 30.9(c) does not apply to an employee who could not comply with it because of circumstances beyond the employee’s control.
- (v) An employee may take unpaid carer's leave by agreement with the employer.
- (vi) The provisions of this clause do not apply to casual employees.

## **31. COMPASSIONATE LEAVE**

31.1 Compassionate leave is paid leave taken by an employee for the purposes of spending time with a person who:

- (a) Is a member of the employee’s immediate family or a member of the employee’s household; and
- (b) Has a personal illness, or injury, that poses a serious threat to his or her life; or
- (c) After the death of a member of the employee’s immediate family or a member of the employee’s household.

31.2 An employee is entitled to use up to two days paid personal leave as compassionate leave on each occasion when a member of the employee’s immediate family or a member of the employee’s household:

- (a) Contracts or develops a personal illness that poses a serious threat to their life; or
  - (b) Sustains a personal injury that poses a serious threat to their life; or dies.
- 31.3 The employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:
- (a) a single, unbroken period of 2 days; or
  - (b) Two separate periods of 1 day each; or
  - (c) Any separate periods to which the employer and his or her employee agree.
- 31.4 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.
- 31.5 The employee is entitled to compassionate leave only if the employee gives the employer evidence of the illness, injury or death that the employer reasonably requests.
- 31.6 In addition to the entitlement to paid compassionate leave, an employee will be entitled to up to ten days unpaid bereavement leave in respect of the death within Australia or overseas of a relation to whom the clause applies.

## **32. Parental Leave**

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

### **32.1 Definitions**

For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

### **32.2 Basic entitlement**

- (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity

leave may be taken and for males, paternity leave may be taken.

Adoption leave may be taken in the case of adoption.

- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

### 32.3 Maternity leave

- (a) An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave the following:
  - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
  - (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
  - (iii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (b) Subject to 32.3(a) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- (e) Where leave is granted under 32.3, during the period of leave an employee may return to work at any time, as agreed between the

employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### 32.4 Paternity leave

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- (a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and a statutory declaration stating:
  - (i) He will take that period of paternity leave to become the primary care-giver of a child;
  - (ii) Particulars of any period of maternity leave sought or taken by his spouse; and
  - (iii) That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

#### 32.5 Adoption leave

- (a) The employee will give at least ten weeks notice to the employer of the date of commencement of adoption leave and the total period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately

and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

#### 32.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to the employer to change the period of parental leave on one occasion. Any such change must be notified at least four weeks prior to the commencement of the changed arrangements.

#### 32.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

#### 32.8 Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

#### 32.9 Returning to work after a period of parental leave

- (a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 32.7, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### 32.10 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

### 33. OCCUPATIONAL HEALTH AND SAFETY

The parties to this Agreement commit themselves to the establishment and maintenance of a safe and healthy working environment, in accordance with the Occupational Health and Safety Act 2000 (NSW)

### 34. INCLEMENT WEATHER

- (a) Inclement weather

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

- (b) Procedure

The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 30 minutes). Weather will not be regarded as inclement unless it is agreed at such conference.

If the employer or their representative refuses to confer within such reasonable period, employees will be entitled to cease work for the day and be paid for inclement weather.

- (c) Restrictions on payments

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

(d) Entitlement to payment

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

- (i) the first period will commence on the first Monday on or after the 1 January each year, and subsequent periods will commence at four weekly periods thereafter;
- (ii) the employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over;
- (iii) if an employee commences employment during a four weekly period they will be credited eight hours for each week, or part of a week, that the employee is employed during the four weekly period;
- (iv) the number of hours credited to an employee will be reduced by the number of hours for which payment is made; and
- (v) payment under this clause will be weekly.

(e) Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather. Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport in accordance with clause 14(c) except where the employer provides transport.

(f) Employees required to work in inclement weather

- (i) Except as provided in this sub-clause an employee will not work or be required to work in inclement weather.
- (ii) Employees required to work in inclement weather will only be obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/or to secure or make the site safe as circumstances require. Employees engaged on such work must be paid at the rate of double time.
- (iii) Where the employer requires an employee to work in inclement weather, the employee will be reimbursed in full the cost of appropriate protective clothing, except where the employer provides such protective clothing.

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

(g) Cessation and resumption of work

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

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

(h) Safety

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

(i) Additional wet weather procedure

(i) Remaining on site

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

- for more than an accumulated total of four hours of ordinary time in any one day;
- after the meal break, as provided in clause 24 - Breaks, for more than an accumulated total of 50% of the normal afternoon work time;
- during the final two hours of the normal work day for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above. Where, by agreement between the employer and/or their representative and the employees and/or their representative, the employees remain on site beyond the periods specified, any such additional wet time must be paid for but will not be debited against the employees' hours. Wet time occurring during

overtime will not be taken into account for the purposes of this sub-clause.

(ii) Rain at starting time

Despite the provisions of clause 0 where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they may be required to go to work in a dry area or to be transferred to another site where:

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

## **35. PROTECTIVE CLOTHING**

35.1 Within 152 Hours worked, all new employees will receive the following Protective Clothing:

- (a) Two (2) Long Sleeve or Short Sleeve Shirts
- (b) Two (2) Pairs of Trousers or Shorts or Overalls
- (c) One (1) Pair Boots
- (d) One (1) Jacket

35.2 Protective Clothing shall be replaced on a fair wear and tear basis.

35.3 The protective clothing detailed above shall be divided into two issues and distributed to employees as a summer and winter issue.

35.4 Where an employee is required to wear protective clothing other than that provided for above and/or use protective equipment as stipulated by an applicable law, the employer must reimburse the employee for the cost of such protective clothing and/or equipment. This will not apply where the clothing and/or equipment is paid for by the employer.

35.5 The clothing detailed above can be varied following agreement between the employer and the consultative committee.

## **36. COMPENSATION FOR TOOLS AND CLOTHING**

- 36.1 An employee whose clothes, spectacles, hearing aid, or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss as may be agreed upon with their employer.
- 36.2 An employee will be reimbursed by the employer to a maximum of \$1308.10 for loss of tools or clothing by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or if the tools are lost or stolen while being transported by the employee at the employers' 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 their own tools will take all reasonable care to protect those tools and prevent theft or loss.
- 36.3 Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 30 - Personal 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 36.2 applies.
- 36.4 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.
- 36.5 For the purposes of this clause:
- (a) Only tools used by the employee in the course of their employment will be covered by this clause. In that regard a list of tools appropriate for this purpose is contained at Appendix 3.
  - (b) The employee will, if requested to do so, furnish the employer with a list of tools so used.
  - (c) Reimbursement will be at the current replacement value of new tools of the same or comparable quality.
  - (d) The employee will report any theft to the company and the police prior to making a claim on the employer for replacement of stolen tools.

## **37. PRESENTING FOR WORK BUT NOT REQUIRED**

An employee, if engaged and presenting for work to commence employment and not being required will be entitled to at least eight hours' work or payment therefore at ordinary rates, plus the appropriate allowance prescribed by clause 14 – Travel Allowance. This clause will not apply if the services of an

employee are not required by reason of inclement weather in which case the provisions of clause 35 - Inclement Weather, will apply.

### **38. JURY SERVICE MAKE-UP PAY**

An employee required to attend for jury service will be entitled to have their pay made up by the employer to an amount equal to their ordinary pay for eight hours (inclusive of accrued entitlements prescribed by clause 23 – Ordinary Hours of work per day plus fares. The employee will give the employer proof of such attendance and the amount received in respect of such jury service.

The employee must notify the Company as soon as practicable of the date upon which their attendance is required and must provide the Company with proof of attendance, the duration of such attendance, and the amount received in respect thereof.

### **39. DISPUTE SETTLEMENT PROCEDURE**

- 39.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 39.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 11.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 39.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 39.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 39.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 39.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable

occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

#### **40. ANTI-DISCRIMINATION**

- 40.1 It is the intention of the parties to this Agreement to achieve the principal object in s3 (e) of the Fair Work Act 2009 through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 40.2 Accordingly, in fulfilling their obligations under the settlement of disputes clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 40.3 Nothing in this clause is to be taken to affect any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth Anti-Discrimination Legislation;

#### **41. POSTING OF AGREEMENT**

A copy of this Agreement and the NES will be kept by the employer in a prominent place on the employer's premises where it is readily accessible to employees.

#### **42. WORKPLACE FLEXIBILITY**

- 42.1 The terms of the Agreement may be varied by an individual flexibility arrangement ("IFA").
- 42.2 The Employer will not make an IFA unless the following conditions are satisfied:
- 42.3 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
- 42.4 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;

- 42.5 The IFA must be genuinely agreed to by the employer and the employee;
- 42.6 The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 42.7 The IFA must be able to be terminated:
  - 42.8 by either the employee, or the employer, giving written notice of not more than 28 days; or
  - 42.9 by the employee and the employer at any time if they agree, in writing, to the termination.
- 42.10 The IFA must be in writing and signed:
  - 42.11 in all cases by the employee and the employer; and
  - 42.12 if the employee is under 18 by a parent or guardian of the employee; and
- 42.5 The IFA must be given to the employee within 14 days after it is agreed to.

### **43. CONSULTATION**

- 43.1 This term applies if:
  - 43.1.1 The enterprise intends to make a decision to introduce a change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - 43.1.2 The change could have an effect on employees of the enterprise.
- 43.2 The enterprise must notify the relevant employees of the decision to introduce the major change.
- 43.3 The relevant employees will appoint a representative for the purposes of the procedures in this term. If;
  - 43.3.1 A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 43.3.2 The employee or employees advise the enterprise of the identity of the representative; the enterprise must recognise the representative.
- 43.4 When the enterprise intends to make its decision, the enterprise must:
  - 43.4.1 Discuss with the relevant employees:

- (a) the introduction of the change; and
- (b) the effect the change is likely to have on the employees; and
- (c) measures the enterprise is taking to avert or mitigate the adverse effect of the change on the employees; and

43.4.2 For the purposes of the discussion - provide, in writing, to the relevant employees:

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

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

43.6 The enterprise must give prompt and genuine consideration to matters raised about the change by the relevant employees.

43.8 In this term, a change is likely to have a significant effect on employees if it results in:

- (a) The termination of the employment of employees; or
- (b) change to the composition, operation or size of the enterprise's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

43.8.4 The alteration of hours of work; or

43.8.5 The need to retrain employees; or

43.8.6 The need to relocate employees to another workplace; or

43.8.7 The restructuring of jobs; or

43.8.8 Any other matter pertaining to the employee/employer relationship.

43.9 In this term, relevant employees mean the employees who may be affected by the change.

**Appendix 1 – TABLE 1**

Rates of pay at the first full pay period after 1st April 2012					
		<b>Sydney (36 hour div) Current Pre 1/4/12</b>	<b>Sydney (36 hour div)</b>	<b>Wollongong, Central Coast &amp; Newcastle (38 hour div)</b>	<b>NSW Country areas (38 hour div)</b>
Plumbers rate	ph	\$30.99	\$34.11	\$30.41	\$28.94
	pw	\$1,1115.63	\$1227.96	\$1155.58	\$1099.72
Drainers rate	ph	\$28.54.	\$31.54	\$27.91	\$26.63
	pw	\$1027.44	\$1135.44	\$1060.58	\$1011.94
Labourers rate	ph	\$25.53	\$28.38	\$24.44	\$23.15
	pw	\$794.16	\$1021.68	\$928.72	\$879.80
Travel	pd	\$27.03	\$28.38	\$28.38	\$28.38
Redundancy	pw	\$106.60	\$110.00	\$95.00	\$75.00
Superannuation	pw	9%	9%	9%	9%
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75
Company allowance	ph	\$1.50	Absorbed	NA	NA

**Appendix 1 - TABLE 2**

<b>Appendix 1</b>				
Rates of pay at the first full pay period after 1st April 2013				
		<b>Sydney</b> (36 hour div)	<b>Wollongong, Central Coast &amp; Newcastle</b> (38 hour div)	<b>NSW Country areas</b> (38 hour div)
Plumbers rate	ph	\$35.82	\$31.93	\$30.39
	pw	\$1,289.52	\$1213.34	\$1154.82
Drainers rate	ph	\$33.12	\$29.31	\$27.96
	pw	\$1192.32	\$1113.78	\$1062.48
Labourers rate	ph	\$29.80	\$25.66	\$24.31
	pw	\$1072.80	\$975.08	\$923.78
Travel	pd	\$29.80	\$29.80	\$29.80
Redundancy	pw	\$115.00	\$100.00	\$80.00
Superannuation	pw	9%	9%	9%
LSL	pw	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75
Company allowance	ph	Absorbed	NIL	NIL

**Appendix 1 - TABLE 3**

<b>Appendix 1</b>				
Rates of pay at the first full pay period after 1st April 2014				
		<b>Sydney</b> (36 hour div)	<b>Wollongong, Central Coast &amp; Newcastle</b> (38 hour div)	<b>NSW Country areas</b> (38 hour div)
Plumbers rate	ph	\$37.61	\$33.53	\$31.91
	pw	\$1,353.96	\$1,274.14	\$1,212.58
Drainers rate	ph	\$34.78	\$30.78	\$29.36
	pw	\$1,252.08	\$1,169.64	\$1115.68
Labourers rate	ph	\$32.78	\$26.94	\$25.53
	pw	\$1180.08	\$1023.72	\$970.14
Travel	pd	\$31.29	\$31.29	\$31.29
Redundancy	pw	\$120.00	\$105.00	\$85.00
Superannuation	pw	9%	9%	9%
LSL	pw	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75
Company allowance	ph	Nil	NIL	NIL

**Appendix 1 - TABLE 4**

<b>Appendix 1</b>				
Rates of pay at the first full pay period after 1st April 2015				
		<b>Sydney</b> (36 hour div)	<b>Wollongong, Central Coast &amp; Newcastle</b> (38 hour div)	<b>NSW Country areas</b> (38 hour div)
Plumbers rate	ph	\$39.87	\$35.54	\$33.82
	pw	\$1,435.32	\$1,350.52	\$1285.16
Drainers rate	ph	\$36.87	\$32.63	\$31.12
	pw	\$1327.32	\$1239.94	\$1182.56
Labourers rate	ph	\$34.75	\$28.56	\$27.06
	pw	\$1251.00	\$1085.28	\$1028.28
Travel	pd	\$33.17	\$33.17	\$33.17
Redundancy	pw	\$125.00	\$110.00	\$90.00
Superannuation	pw	9%	9%	9%
LSL	pw	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75
Company allowance	ph	Nil	NIL	NIL

### **Appendix 1 - TABLE 5 - Trainee Apprentices**

<b>Appendix 1</b>					
Apprentice rates of pay at the first full pay period after 1st April 2012					
Pay rates include industry and tool allowance					
		<b>APPRENTICE 1ST YEAR</b>	<b>APPRENTICE 2ND YEAR</b>	<b>APPRENTICE 3RD YEAR</b>	<b>APPRENTICE 4TH YEAR</b>
		(38 hour div)	(38 hour div)	(38 hour div)	(38 hour div)
Pay rates	ph	\$12.36	\$16.43	\$22.71	\$25.20
	pw	\$459.68	\$624.34	\$862.98	\$9057.60
Travel	pd	\$17.90	\$20.77	\$20.77	\$22.77
Redundancy	pw	NIL	NIL	\$17.16	\$17.16
Superannuation	pw	9%	9%	9%	9%
LSL	pw	NIL	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75
Company allowance	ph	NIL	NIL	Absorbed	Absorbed

### **Appendix 1 - TABLE 6 - Trainee Apprentices**

<b>Appendix 1</b>					
Apprentice rates of pay at the first full pay period after 1st April 2013					
Pay rates include industry and tool allowance					
		<b>APPRENTICE 1ST YEAR</b>	<b>APPRENTICE 2ND YEAR</b>	<b>APPRENTICE 3RD YEAR</b>	<b>APPRENTICE 4TH YEAR</b>
		(38 hour div)	(38 hour div)	(38 hour div)	(38 hour div)
Pay rates	ph	\$12.98	\$17.25	\$23.85	\$26.46
	pw	\$493.24	\$655.50	\$906.30	\$1005.48
Travel	pd	\$18.78	\$21.81	\$21.81	\$21.81
Redundancy	pw	NIL	NIL	\$17.84	\$17.84
Superannuation	pw	9%	9%	9%	9%
LSL	pw	NIL	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75
Company allowance	ph	NIL	NIL	NIL	NIL

### **Appendix 1 - TABLE 7 - Trainee Apprentices**

<b>Appendix 1</b>					
Apprentice rates of pay at the first full pay period after 1st April 2014					
Pay rates include industry and tool allowance					
		<b>APPRENTICE 1ST YEAR</b>	<b>APPRENTICE 2ND YEAR</b>	<b>APPRENTICE 3RD YEAR</b>	<b>APPRENTICE 4TH YEAR</b>
		(38 hour div)	(38 hour div)	(38 hour div)	(38 hour div)
Pay rates	ph	\$13.63	\$18.11	\$25.04	\$27.78
	pw	\$517.94	\$688.18	\$951.52	\$1055.64
Travel	pd	\$19.72	\$22.90	\$22.90	\$22.90
Redundancy	pw	NIL	NIL	\$18.55	\$18.55
Superannuation	pw	9%	9%	9%	9%
LSL	pw	NIL	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75

### **APPENDIX 1 - TABLE 8 - Trainee Apprentices**

<b>Appendix 1</b>					
Apprentice rates of pay at the first full pay period after 1st April 2015					
Pay rates include industry and tool allowance					
		<b>APPRENTICE 1ST YEAR</b>	<b>APPRENTICE 2ND YEAR</b>	<b>APPRENTICE 3RD YEAR</b>	<b>APPRENTICE 4TH YEAR</b>
		(38 hour div)	(38 hour div)	(38 hour div)	(38 hour div)
Pay rates	ph	\$14.45	\$19.20	\$26.54	\$29.45
	pw	\$549.10	\$729.60	\$1008.52	\$1119.10
Travel	pd	\$20.91	\$24.27	\$24.27	\$24.27
Redundancy	pw	Nil	Nil	\$19.29	\$19.29
Superannuation	pw	9%	9%	9%	9%
LSL	pw	NIL	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75

### **Appendix 1 - TABLE 9 - Indentured Apprentices**

<b>Appendix 1</b>					
Apprentice rates of pay at the first full pay period after 1st April 2012					
Pay rates include industry and tool allowance					
		<b>APPRENTICE 1ST YEAR</b>	<b>APPRENTICE 2ND YEAR</b>	<b>APPRENTICE 3RD YEAR</b>	<b>APPRENTICE 4TH YEAR</b>
		(38 hour div)	(38 hour div)	(38 hour div)	(38 hour div)
Pay rates	ph	\$11.51	\$15.21	\$21.29	\$24.63
	pw	\$437.38	\$578.15	\$809.02	\$935.94
Travel	pd	\$17.90	\$20.77	\$20.77	\$20.77
Redundancy	pw	NIL	NIL	\$17.16	\$17.16
Superannuation	pw	9%	9%	9%	9%
LSL	pw	NIL	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75
Company allowance	ph	NA	NA	ABSORBED	ABSORBED

### **Appendix 1 - TABLE 10 - Indentured Apprentices**

<b>Appendix 1</b>					
Apprentice rates of pay at the first full pay period after 1st April 2013					
Pay rates include industry and tool allowance					
		<b>APPRENTICE 1ST YEAR</b>	<b>APPRENTICE 2ND YEAR</b>	<b>APPRENTICE 3RD YEAR</b>	<b>APPRENTICE 4TH YEAR</b>
		(38 hour div)	(38 hour div)	(38 hour div)	(38 hour div)
Pay rates	ph	\$12.09	\$15.97	\$22.35	\$25.86
	pw	\$459.42	\$606.86	\$849.30	\$982.68
Travel	pd	\$18.80	\$21.81	\$21.81	\$21.81
Redundancy	pw	NIL	NIL	\$17.85	\$17.85
Superannuation	pw	9%	9%	9%	9%
LSL	pw	NIL	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75
Company allowance	ph	NIL	NIL	NIL	NIL

### **Appendix 1 - TABLE 11 - Indentured Apprentices**

<b>Appendix 1</b>					
Apprentice rates of pay at the first full pay period after 1st April 2014					
Pay rates include industry and tool allowance					
		<b>APPRENTICE 1ST YEAR</b>	<b>APPRENTICE 2ND YEAR</b>	<b>APPRENTICE 3RD YEAR</b>	<b>APPRENTICE 4TH YEAR</b>
		(38 hour div)	(38 hour div)	(38 hour div)	(38 hour div)
Pay rates	ph	\$12.69	\$16.77	\$23.47	\$27.15
	pw	\$482.22	\$637.26	\$891.86	\$1031.70
Travel	pd	\$19.74	\$22.90	\$22.90	\$22.90
Redundancy	pw	NIL	NIL	\$18.56	\$18.56
Superannuation	pw	9%	9%	9%	9%
LSL	pw	NIL	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75
Company allowance	ph	NIL	NIL	NIL	NIL

### **Appendix 1 - TABLE 12 - Indentured Apprentices**

<b>Appendix 1</b>					
Apprentice rates of pay at the first full pay period after 1st April 2015					
Pay rates include industry and tool allowance					
		<b>APPRENTICE 1ST YEAR</b>	<b>APPRENTICE 2ND YEAR</b>	<b>APPRENTICE 3RD YEAR</b>	<b>APPRENTICE 4TH YEAR</b>
		(38 hour div)	(38 hour div)	(38 hour div)	(38 hour div)
Pay rates	ph	\$13.45	\$17.78	\$24.88	\$28.78
	pw	\$511.10	\$675.64	\$945.44	\$1093.64
Travel	pd	\$20.92	\$24.27	\$24.27	\$24.27
Redundancy	pw	NIL	NIL	\$19.30	\$19.30
Superannuation	pw	9%	9%	9%	9%
LSL	pw	NIL	NIL	NIL	NIL
Top-Up W.C	pw	\$14.75	\$14.75	\$14.75	\$14.75
Company allowance	ph	Nil	Nil	Nil	Nil

## Appendix 2 - Leisure Days & Public Holidays Calendar

### LEISURE DAYS AND PUBLIC HOLIDAYS CALENDAR 2012

Monday January 2	No Work Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Wednesday April 25	No Work Public Holiday
Thursday April 26	RDO (fixed)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Industry Picnic Day
Tuesday December 4	RDO (fixed)
Saturday December 22	No Work Saturday
Sunday December 23	No Work Sunday
Monday December 24	RDO (fixed)
Tuesday December 25	Christmas Day
Wednesday December 26	Boxing Day

### **APPENDIX 3 - List of Tools**

1 x pair 225mm Footprints	1 x 150mm Crescent shifting spanner
1 x pair 250mm Stillsons	1 x 300mm crescent shifting spanner
1 x pair 450mm Stillsons	1 x 250mm rasp & handle
1 x pair 250mm Vice Grips	1 x 250mm half round file & handle
1 x pair 200mm Combination Pliers	1 x hacksaw (sandvik 225)
1 x pair 225mm Multigrips	1 x junior hacksaw
1 x pair 200mm Pincers	1 x tube cutter 3mm-32mm
1 x pair 300mm straight snips	1 x tapered bent pin
1 x pair 175mm curved snips	1 x pointing towel
1 x pair left hand wiss snips	1 x basin spanner
1 x pair right hand wiss snips	1 x strap bench
1 x pair pop rivet pliers	1 x centre punch
1 x pair 200mm dividers	1 x prick punch
1 x pair 15mm copper tube benders	1 x nail bag
1 x set allen keys 1mm-10mm	1 x tool box or carry all or equivalent
1 x set ratchet socket wrench 6-25mm or	1 x plugging chisel
1 x set open end/ring spanners 6-16mm	1 x 13mm cold chisel
1 x screw driver 200mm Phillips	1 x 25mm cold chisel
2 x screw driver 150mm Phillips	1 x Stanley knife
1 x screw driver 300mm slotted	1 x flint gun
1 x screw driver 200mm slotted	1 x oxy key
1 x cross pein hammer 10 oz	1 x 8 metre measuring tape
1 x ball pein hammer 20 oz	1 x hand wood saw 660mm per year- replaced by employer on a fair ware and tare basis
1 x claw hammer 20 oz	1 x PVC conduit cutters
1 x trap or spud wrench	1 x wire brush
1 x lump hammer 4LB	1 x battery drill with battery and charger
1 x bevel square 250mm	<i>In addition to the above list (where applicable) the tool list for Drainers shall include the following:</i>
1 x set square 300mm	
1 x line level	
1 x spirit level 600mm	
1 x brickies string line	
1 x chalk-o-matic	1 x 1200mm level
1 x plumbob 450gr	1 x 30m measuring tape
1 x 25mm wood chisel	1 x wood float
	1 x steel float
	1 x edging tool

**SIGNATORY PAGE**

For and on behalf of \_\_\_\_\_ **PLUMBING PTY LTD**

---

<b>Signature</b>	<b>Date</b>
Name: _____	
Position: _____	
ABN: _____	
Company address: _____	
Company telephone: _____	
Company fax: _____	
Mobile: _____	
Email _____	

For and on behalf of  
CEPU Plumbing Division (NSW Branch)

---

<b>Signature</b>	<b>Date</b>
Name: _____	
Position: _____	
Branch address: Shop 1, 111 McEvoy Street Alexandria NSW 2015	
Telephone: (02) 9310-3411	
Fax: (02) 9310-1380	