

Plumbing and Fire Sprinklers Award 2010

The above award was first made on 3 April 2009 [[PR986378](#)]

This consolidated version of the award includes variations made on 11 September 2009 [[PR988414](#)], 31 December 2009 [[PR991654](#)]

NOTE: Transitional provisions may apply to certain clauses – see clause 2 and Schedule A

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[Varied by [PR988414](#)]

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Part 1—Application and Operation

1. Title

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

2. Commencement and transitional

[Varied by [PR988414](#)]

2.1 This award commences on 1 January 2010.

[2.2–2.6 inserted by [PR988414](#)]

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

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

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

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

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

2.6 Fair Work Australia may review the transitional arrangements:

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

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

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

adult apprentice means a person of 21 years of age or over at the time of entering into an indenture to a trade specified

Commission means the Australian Industrial Relations Commission or its successor

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

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

continuous shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

enterprise NAPSA means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or a part of a single business

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

- (a) the installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas or substances used to sustain plant life;
- (b) the installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, backflow prevention devices, filters, water meters, flow control systems, all types of hydraulic, electric and electronic extra low voltage control systems including relays, timers, flow switches, level controls and other ancillary controls up to 32 volts AC and DC including the associated wiring for such equipment and all other components required to form a complete system of irrigation;

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- (c) the installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agricultural pipes and the like, installed for such purposes as receiving and removing water, prevent water saturation of the soil or other medium, reducing salt and chemical build-up in the soil or other medium as a result of irrigation; and
- (d) associated excavation, levelling and trenching work including the operation of manual or mechanical equipment as required

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

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

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

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

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

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

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

4. Coverage

[Sched A renumbered as Sched B by [PR988414](#)]

4.1 This industry and occupational award covers:

- (a) employers throughout Australia in the industry of the provision of plumbing and/or fire sprinkler fitting services by contract and their employees in the classifications listed in Schedule B—Classification Definitions; and
- (b) employers throughout Australia with respect to their employees engaged in the occupations of plumbing and/or fire sprinkler fitting classifications within Schedule B—Classification Definitions, and to those employees.

4.2 This award does not cover:

- (a) an employer bound by a modern industry award that contains plumbing and fire sprinkler fitting classifications;
- (b) an employee excluded from award coverage by the Act; or

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- (c) an employer bound by an enterprise award or enterprise NAPSA with respect to any employee who is covered by the enterprise award or enterprise NAPSA.

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

4.4 For the purpose of clause 4.1:

- (a) **plumbing** means plumbing, gasfitting, roof plumbing, lead burning, ship plumbing, heating, airconditioning or ventilation plumbing, irrigation installation, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:
 - (i) sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;
 - (ii) lead, wrought, cast or sheet iron, copper, brass or other classes of pipework;
 - (iii) water (hot or cold), steam, gas, air, vacuum, heating or ventilating appliances, fittings, services or installations; or
 - (iv) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.
- (b) **fire sprinkler fitting** means the erection, fitting, fixing, altering, overhauling or repairing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems.

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

The [NES](#) and this award combine to contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

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

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- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.

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

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

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

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employee or employees concerned and more senior levels of management as appropriate.

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by [PR991654](#)]

[10.1 substituted by [PR991654](#)]

- 10.1** Employees under this award will be employed in one of the following categories:
- (a) daily hire employees (plumbing and mechanical service classifications only);
 - (b) full-time weekly hire employees (includes apprentices, both plumbing and mechanical services and fire sprinkler fitter apprentices as required by clause 15.3);
 - (c) part-time weekly hire employees; or
 - (d) casual employees.
- 10.2** At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are engaged as daily hire, full-time weekly hire, part-time weekly hire or casual employees.

11. Daily hire employees (plumbing and mechanical service 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.

12. Weekly hire employment

12.1 Full-time

- (a) Employees in fire sprinkler fitting classifications will be employed on a full-time weekly hire basis.
- (b) A full-time weekly hire employee works an average of 38 ordinary hours per week.

12.2 Part-time employment

- (a) A part-time employee is an employee who works an average of fewer than 38 ordinary hours per week or fewer than eight ordinary hours per day and has reasonably predictable hours of work.
- (b) For each ordinary hour worked, a part-time employee must be paid no less than 1/38th of the minimum weekly rate of pay for the relevant classification and pro rata entitlements for those hours. An employer must inform a part-time employee of the ordinary hours of work and the starting and finishing times.
- (c) Before commencing a period of part-time employment the employee and the employer will agree in writing:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
- (d) The terms of an agreement may be varied, in writing, by consent of the parties.
- (e) A copy of the agreement and any variation to it will be provided to the employee by the employer.

13. Casual employment

- 13.1** A casual employee is an employee engaged and paid as such and who works less than an average of 38 ordinary hours or five days per week over any two successive weeks.
- 13.2** In addition to the rate appropriate for the type of work, a casual employee must be paid an additional 25% of the hourly rate with a minimum payment as for three hours employment. The penalty rate prescribed in this clause will be paid instead of annual leave, public holidays and paid personal/carer's leave prescribed for other employees in this award.

14. Casual conversion to full-time or part-time employment

- 14.1** A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- 14.2** Every employer of such an employee must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. The employee retains their right of election under this clause if the employer fails to comply with this subclause.
- 14.3** Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- 14.4** Any casual employee who has a right to elect under clause 14.1, on receiving notice under clause 14.2 or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- 14.5** Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 14.6** If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 14.4, the employer and employee must, subject to clause 14.4, discuss and agree on:
- (a) which form of employment the employee will convert to full-time or part-time; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12.2.
- 14.7** An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of

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employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.

- 14.8** Following such agreement being reached, the employee converts to full-time or part-time employment.
- 14.9** Where, in accordance with clause 14.4 an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 14.10** By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 14.1 as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any agreement reached must be kept by the employer as a time and wages record. Any agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 14.1.
- 14.11** For the purposes of this clause, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 14.12** An employee must not be engaged and re-engaged to avoid any obligation under this award.

15. Apprenticeship

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

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

15.3 Contract of apprenticeship/training agreement/indenture

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

15.4 Cancellation, suspension or transfer of apprenticeship

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

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

15.5 Period of apprenticeship

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

15.6 Hours

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

15.7 Overtime and shiftwork

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

15.8 Payment by results

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

15.9 Lost time

- (a) Subject to any relevant State or Territory law, the apprentice will, for every day of absence from their work during any year of the said term without the consent of the employer, serve one day at the end of the calendar period of any such year of their apprenticeship if required to do so by the employer. The calendar period of the next succeeding year of their apprenticeship will not begin until the said additional day(s) have been served.
- (b) In calculating the extra time to be served the apprentice will be credited with time which they have worked during the relevant years in excess of their ordinary hours of service.

15.10 Attendance at technical schools

- (a) The apprentice will be released by the employer to attend technical college during ordinary hours of work for the purpose of undertaking the off-the-job component of apprenticeship training without loss of pay.
- (b) Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct will be reimbursed all fees paid by them in respect of their apprentice training.

16. Adult apprentices

16.1 Definition

For the purpose of this award, an **adult apprentice** means a person of 21 years of age or over at the time of entering into an indenture to a trade within the scope of this award.

16.2 Application of general conditions of apprenticeship

The provisions of this award apply to adult apprentices unless specifically provided otherwise by clause 16—Adult apprentices.

16.3 Training credits

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

16.4 Employment as an adult apprentice

- (a) Where possible, employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.
- (b) Adult apprentices will not be employed at the expense of other apprentices.

17. Termination of employment

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

17.2 Notice of termination by an employee

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

17.3 Job search entitlement

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

18. Industry specific redundancy scheme

18.1 The following redundancy clause for the plumbing and fire sprinklers contracting industry is an industry specific redundancy scheme as defined in s.1 of the NES. In accordance with s.64(4)(b) of the NES the provisions of Subdivision B—*Redundancy pay* of Division 10 of the NES do not apply to employers and employees covered by this award.

18.2 Definition

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

18.3 Redundancy pay

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

Period of continuous service with an employer	Redundancy/severance pay
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 than but less than 4 years	7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay
4 years or more	8 weeks pay

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

(c) **Week's pay** means the 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.

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

18.4 Redundancy pay schemes

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

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

18.5 Employee leaving during notice period

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 in lieu of notice.

18.6 Transmission of business

Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called **the transmittor**) to another employer (in this subclause called **the transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

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

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

Part 4—Minimum Wages and Related Matters

19. Classifications

[Sched A renumbered as Sched B by [PR988414](#)]

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

20. Minimum wages

[Varied by [PR991654](#)]

20.1 General

[Sched A renumbered as Sched B by [PR988414](#)]

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

Classification	Weekly minimum wage	Hourly minimum wage
	\$	\$
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)	573.10	15.08
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three months in the industry)	585.60	15.41
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	594.00	15.63
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	603.90	15.89
Plumbing and mechanical services worker/Sprinkler fitting worker Level 2	637.60	16.78
Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1	637.60	16.78

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Classification	Weekly minimum wage	Hourly minimum wage
	\$	\$
Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2	658.50	17.33
Plumbing and mechanical services tradesperson–special class/Sprinkler fitter tradesperson special class Level 1	679.30	17.88
Plumbing and mechanical services tradesperson–special class/Sprinkler fitter tradesperson special class Level 2	698.20	18.37
Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 1	719.10	18.92
Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 2	734.90	19.34

20.2 Apprentices wages

- (a) Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this award (including clause 21.8) at the full rate unless otherwise prescribed by this clause.
- (b) The minimum rates of weekly wage to be paid to apprentices will be the following percentages of the aggregate of:
 - (i) the minimum wage rate for the plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 classification (clause 20.1); and
 - (ii) for plumbing apprentices: the plumbing trade allowance (clause 21.1(b)) and the tool allowance (clause 21.2(a)); or
 - (iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 21.1(f)), the sprinkler fitters adjustment (clause 21.1(g)) and, if applicable, the tool allowance (clause 21.2(a)).

Apprentice	Plumbing apprentices	Sprinkler pipe-fitting apprentices
	% per week	% per week
for the first year	37.5	50
for the second year	55	55
for the third year	70	75

for the fourth year

90

90

- (c) Apprentices must be paid all wages and allowances as specified by this award for time spent attending technical college or 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.

20.3 Wages—adult apprentices

(a) Sprinkler Fitter

- (i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay by virtue of entering into a training agreement.
- (ii) For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in clause 15.1.
- (iii) Subject to clauses 20.3(a)(i) and 20.3(a)(ii), the rate of pay of an adult apprentice will be:
- not less than the federal minimum wage plus the full rate of industry disability allowance as prescribed; or
 - the amount prescribed for apprentices generally in clause 20.2, whichever is the greater.

(b) Plumbing and Mechanical

- (i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay by virtue of entering into a training agreement.
- (ii) For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in clause 15.1.
- (iii) Subject to clauses 20.3(b)(i) and 20.3(b)(ii) the rate of pay of an adult apprentice will be:
- not less than the federal minimum wage plus the full rate of industry disability allowance as prescribed; or
 - the amount prescribed for apprentices generally in clause 20.2, whichever is the greater.

20.4 Daily hire employees lost time loading allowance

[20.4 substituted by [PR991654](#)]

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

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

- (i) the minimum wage rate (clause 20—Minimum wages); and
- (ii) the registration allowance (clause 21.1(c)); and
- (iii) the plumbing trade allowance (clause 21.1(b)); and
- (iv) the industry allowance (clause 21.1(a)); and
- (v) the tool allowance (clause 21.2(a)).

(b) for an employee in a tradesperson classification who is not registered under the relevant Commonwealth, State or Territory legislation the rate of allowance is the percentage of the sum of:

- (i) the minimum wage rate (clause 20—Minimum wages); and
- (ii) the plumbing trade allowance (clause 21.1(b)); and
- (iii) the industry allowance (clause 21.1(a)); and
- (iv) the tool allowance (clause 21.2(a)).

Note: classifications below tradespersons are not included in clause 20.4(b).

(c) for an employee classified as a worker Level 2, or a tradesperson Level 1, and who performs work as an irrigation installer and who does not otherwise fall within clauses 20.4(a) and (b) the rate of allowance is the percentage of the sum of:

- (i) the minimum wage rate (clause 20—Minimum wages); and
- (ii) the plumbing trade allowance (clause 21.1(b)); and
- (iii) the industry allowance (clause 21.1(a))

(d) for an employee classified as a worker Level 1(a), 1(b), 1(c) or 1(d) the rate of allowance is the percentage of the sum of:

- (i) the minimum wage rate (clause 20—Minimum wages); and
- (ii) the industry allowance (clause 21.1(a)).

20.5 Higher duties

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

21. Allowances

[Varied by [PR991654](#)]

21.1 All-purpose allowances

(a) Industry allowance

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

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

(b) Plumbing trade allowance

- (i) The plumbing trade allowance is a rounded-up allowance based on compensation for a number of the individual allowances covering particular types of work listed below.
- (ii) An employee in a classification at or exceeding plumbing and mechanical services tradesperson Level 1 and plumbing and mechanical worker Level 2 must be paid the plumbing trade allowance of 3.0% of the weekly standard rate per week.
- (iii) The plumbing trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described below.
- (iv) Classifications below tradesperson Level 1 or worker Level 2 must be paid the plumbing trade allowance on an incidence basis, calculated hourly.
- (v) For the purposes of this clause, the plumbing trade allowance has been structured to substitute for the following types of work:

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- handling insulation material—4% of the standard hourly rate;
- use of explosive powered tools—7.6% of the standard hourly rate;
- using toxic substances—4% of the standard hourly rate;
- working in close proximity to employees engaged in using toxic substances—3.2% of the standard hourly rate;
- working where fumes are present—rate as agreed;
- asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials—10.8% of the standard hourly rate;
- work in any confined space—4% of the standard hourly rate;
- swing scaffold work—23% of the standard hourly rate for the first four hours or any portion of an hour, plus 4.8% of the standard hourly rate for each hour thereafter;
- wet work—3.2% of the standard hourly rate;
- dirty or offensive work—3.2% of the standard hourly rate;
- ladder work—4% of the standard hourly rate;
- chokage work—clearing stoppages in soil or waste pipes, or sewer drain pipes, also repairing and putting same in proper order—39.8% of the standard hourly rate.

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

(c) **Registration allowance**

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

(d) **Special fixed allowance**

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

(e) **Fire sprinkler fitting trade allowance**

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

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- (ii) An employee in a classification at or exceeding Sprinkler fitting tradesperson Level 1 must be paid the sprinkler fitter trade allowance of 0.75% of the weekly standard rate per week.
- (iii) The sprinkler fitting trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described in clause 21.1(b).
- (iv) Classifications below Sprinkler fitting tradesperson Level 1 must be paid the plumbing trade allowance on an incidence basis, calculated hourly, under clause 21.1(b).
- (v) For the purposes of this paragraph, the sprinkler fitting trade allowance has been structured to substitute for the following types of work:
 - Handling insulation material—4% of the hourly standard rate (Note: standard rate is defined in the definitions clause of this award as the tradesperson Level 1 rate of pay);
 - Use of explosive powered tools—7.6% of the standard hourly rate;
 - Using toxic substances—4% of the standard hourly rate;
 - Working in close proximity to employees engaged in using toxic substances—3.2% of the standard hourly rate;
 - Working where fumes are present—rate as agreed;
 - Asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials—10.8% of the standard hourly rate.

(f) Industry disability allowance and space, height and dirt money allowance—fire sprinkler fitter employees

[21.1(f) clause title changed and substituted by [PR991654](#)]

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

Allowances	% of weekly standard rate per week
Industry disability allowance	3.8
Space, height and dirt money	3.5

(g) Sprinkler fitters adjustment

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

Allowances	% of weekly standard rate per week
Sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above	3.3
Sprinkler fitting worker Level 1	2.8

(h) Registration allowances

- (i) A sprinkler fitter who is employed in New South Wales or the Australian Capital Territory and who is the holder of a Certificate of Registration issued by the Plumbers, Gasfitters and Drainers Board of New South Wales must be paid an allowance of \$23.11 per week to compensate for the responsibility imposed by holding and maintaining such certificate of registration.
- (ii) The allowance must be paid for all purposes, except travelling time.
- (iii) This allowance will cease to apply on 31 December 2014.

21.2 Expenses incurred in the course of employment

(a) Tool allowance

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

(b) Meals

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by their employer an amount of \$10.20 to meet the cost of a meal, plus an additional \$10.20 for each subsequent four hours worked. The employer may provide a meal or meals instead of paying any such allowance.

21.3 Work uniforms, protective clothing and equipment

- (a) Where employers require employees to wear uniforms the employers must provide the uniform. Any replacement uniform will be provided as necessary by the employer.
- (b) Employee to return uniform upon termination of employment.
- (c) Where an employee is required to wear protective clothing and/or use protective equipment as stipulated by the relevant law operating in a State or Territory covered by this award, the employer must supply the clothing and/or equipment or reimburse the employee for the cost of such protective clothing and/or equipment.

21.4 Compensation for tools and clothes

- (a) An employee whose clothes, spectacles, hearing aid, or tools have been accidentally spoilt by acid, sulphur or other substances must be paid such amount to cover the loss suffered by the employee in relation to any such items not supplied by the employer as may be agreed upon between the employee and the employer.
- (b) An employee will be reimbursed by their employer to a maximum of \$1,308.10:

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- for loss of tools or clothing by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop;
- if the tools are lost or stolen while being transported by the employee at the employer's direction;
- if the tools are accidentally lost over water; or
- if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

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

- (c) Where an employee is absent from work because of illness or accident and has advised the employer, the employer will ensure that the employee's tools are securely stored during their absence. In the event that these tools are lost or stolen, clause 21.4(b) applies.
- (d) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay for the toughening process or the cost of the new lenses.
- (e) For the purposes of this clause:
 - (i) only tools used by the employee in the course of their employment will be covered by this clause;
 - (ii) the employee will, if requested to do so, furnish the employer with a list of tools so used;
 - (iii) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and
 - (iv) the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

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

(a) Leading hand allowance

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

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In charge of	% of weekly standard rate
not more than one employee	2.4
two and not more than five employees	5.3
six and not more than 10 employees	6.8
over 10 employees	9.0

- (ii) The hourly rate prescribed in this clause is calculated to the nearest cent, by multiplying the weekly base amount by 52 over 50.4 and dividing by 38 and the said amount will apply for all purposes of this award.

(b) Employees accepting responsibility to statutory authorities

- (i) An employee who is required by their employer to act on their plumber's licence or equivalent, must be paid an additional 5.2% of the hourly standard rate per hour for every hour of their employment whether or not the employee has in any hour acted on such licence or certificate. **Acting on their plumber's licence** will mean signing of notices and assuming responsibility to relevant authorities.
- (ii) An employee who for the purpose of registration acts as an employer's nominee must be paid an additional 17% of the weekly standard rate per week, but will not receive the leading hand allowance as prescribed in clause 21.5(a).

(c) 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 their employer to act on such qualifications, must be paid an additional amount per hour of 3.0% of the hourly standard rate per hour for oxy-acetylene welding and 3.0% of the hourly standard rate for electric welding for every hour of their employment whether or not the employee has in any hour performed work relevant to those qualifications held.

(d) Lead burning

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

(e) Ship work

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

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(f) **First aid**

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

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

An employee will be paid 8.6% of the standard rate per day extra while engaged in service work to compensate for the particular disabilities involved in such work.

(h) **Computing quantities**

Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees must be paid an additional 0.6% of the weekly standard rate per day or part thereof. This allowance will not apply to an employee classified as a leading hand and receiving the allowance prescribed in clause 21.5(a).

(i) **Laser safety officer allowance**

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

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

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

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

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

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

(a) Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations. Allowance definitions, including the conditions for payment of allowances and additional payments required are contained in clause 21.7.

(i) Insulation

(ii) Aluminum foil insulation

(iii) Hot work

(iv) Cold work

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- (v) Explosive powered tools
 - (vi) Towers
 - (vii) Toxic substances
 - (viii) Fumes
 - (ix) Asbestos eradication
 - (x) Asbestos materials
 - (xi) Acid plants and chemicals works
 - (xii) Bitumen work
 - (xiii) Cutting tiles
 - (xiv) Hospitals and morgues
 - (xv) Service shafts
- (b) **Multistorey work**
- (i) **Eligibility**
 - A multistorey allowance must be paid to all employees on-site engaged in construction or renovation of a multistorey building as defined in this clause, to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.
 - For the purposes of this clause **renovation work** is work performed on existing multistorey buildings, and such work involves structural alterations which extend to more than two storey levels in a building and at least part of the work to be performed is above the fourth floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.
 - (ii) **Definitions**
 - A **multistorey building** is a building which will, when complete, consist of five or more storey levels.
 - **Complete** means the building is fully functional and all work which was part of the principal contract is complete.
 - For the purposes of this subclause, a **storey level** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and will include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or store rooms located between floors).
 - Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed 15 metres in height may be covered by this subclause, or by clause 21.7(f) by agreement.

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- **A plant room** situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof area or an area of 100 square metres whichever is the lesser.
- **Floor level** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level.

(iii) Rates

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

Storey	% of hourly standard rate
From commencement of building to 15th floor level	2.6
From 16th floor level to 30th floor level	3.1
From 31st floor level to 45th floor level	4.8
From 46th floor level to 60th floor level	6.2
From 61st floor level onwards	7.7

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

(iv) Service cores

- Plumbing and mechanical services employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 21.7(f)—towers allowance, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. (i.e. For this purpose the highest point of the main structure must be regarded as though it were the ground in calculating the appropriate towers allowance.)
- Plumbing and mechanical services employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed in this clause.
- Any section of a service core exceeding 15 metres above the highest point of the main structure must be disregarded for the purpose of calculating the multistorey allowance applicable to the main structure.

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

(a) Insulation

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

(b) Aluminum foil insulation

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

(c) Hot work

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

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

(d) Cold work

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

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

(e) Explosive powered tools

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

(f) Towers

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

(g) Toxic substances

- (i)** Employees using toxic substances or materials of a like nature must be paid an additional 4.5% of the hourly standard rate per hour. Employees working in close proximity to employees so engaged must be paid an additional 3.2% of the hourly standard rate per hour.
- (ii)** For the purpose of this subclause **toxic substances** will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener, reactive additives and a two pack catalyst system.
- (iii)** Where an employee is using materials of the types mentioned in this subclause and such work continues into their meal break they will be entitled to take washing time of 10 minutes immediately prior to their meal breaks. Where this work continues to the ceasing time of the day or is finished at any time prior to the ceasing time of the day, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.

(h) Fumes

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

(i) Asbestos eradication

Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of or contains asbestos, must be paid an additional 10.8% of the hourly standard rate per hour worked instead of the special rates prescribed in clause 21.6, with the exception of clauses 21.6(a)(iii) and (iv).

(j) Asbestos materials

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

(k) Acid plants and chemicals works

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

(l) Bitumen work

An employee handling hot bitumen or asphalt or dipping materials in creosote must be paid an additional 4% of the hourly standard rate per hour.

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(m) Cutting tiles

An employee engaged on cutting tiles by electric saw must be paid an additional 4% of the hourly standard rate per hour whilst so engaged.

(n) Hospitals and morgues

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

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

(o) Service shafts

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

Time	% of hourly standard rate per day
For any day including a Saturday or Sunday where the time spent in the service shaft is not more than four hours	9.9
For any day including a Saturday or Sunday where the time spent in the service shaft exceeds four hours but not more than eight hours	19.6

(ii) In addition to the amounts prescribed above in this table, where the aggregate of time spent in a service shaft on any day including a Saturday or Sunday exceeds eight hours, such employees must be paid 3.1% of the hourly standard rate for each whole hour so worked.

21.8 Fares and travelling time

(a) The fares and 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) The fares and travelling time allowances are not payable for any day on which the employee:

- (i) is absent from work for any reason, or

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- (ii) is required to start or finish work at the employer's workshop, yard or depot, or
- (iii) is provided with by the employer, or is offered to be provided with by the employer, accommodation that is located at the job site, or
- (iv) is provided with by the employer, or is offered to be provided with by the employer, transport from where the employee is living to the job site and return (including transport provided by the employer when the employee is working at a distant job site).

(c) Fares allowance

Subject to clauses 21.8(a) and (b), employees will be paid a fares allowance of \$9.00 per day.

(d) Standard travelling time allowance

- (i) The standard travelling time component is an amount based on travel within a defined radius set out in clause 21.8(d)(iv). For plumbing and mechanical service employees, the standard travelling time component is an amount the equivalent of 25% of the minimum hourly wage rate of the employee's classification, per day. For sprinkler fitter employees, the standard travelling time component is an amount the equivalent of 75% of the minimum hourly wage rate of the employee's classification.
- (ii) The defined radius is 50 kms from the centre of employment as determined by the employer under clause 21.8(d)(iv).
- (iii) An employer having determined its centre of employment under clause 21.8(d)(iv) will not change that centre without at least 28 days' prior notice to each of its employees.
- (iv) An employer may determine its centre of employment by reference to one of the following options:
 - The employer's normal base establishment or workshop;
 - The G.P.O., or Principal Post Office of the capital city or major regional centre for all employers whose base establishment or workshop is within the defined radius from the said Post Office;
 - The local Post Office closest to the employer's establishment or workshop beyond the defined radius of the Post Offices listed above; or
 - In the case of employees sent to a distant job (as defined) the place at which such employees are domiciled with the approval of their employer, for that distant job.

(e) Travelling time allowance beyond the defined radius

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

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- an amount equivalent to 25% of the respective minimum hourly wage rate, or
- an amount equivalent to the actual time incurred in travelling the distance from the defined radius to the job site and the return from the job site to the defined radius;

whichever is the greater.

- (ii) For the purposes of subclause 21.8(e)(i), the actual time incurred in travelling is to be calculated by reference to a speed not exceeding the legal speed limit.
- (iii) Where an employee is provided with a vehicle by the employer for the employee's use to travel to a job site the fares component of the allowance is not payable.

(f) **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.

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

An employee entitled to the additional travelling time allowance beyond the defined radius under subclause 21.8(d) and who uses their own vehicle for such travel is to be paid an amount equivalent to \$0.40 cents 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.

(h) **Distant work**

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

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(i) Entitlement

- (i) Upon any day when an employee, in accordance with the employer's requirements, reports for work, or allocation of work, the employee will receive the fares and/or travelling time payment (if any) that the employee would normally be paid if the employee worked for the day.
- (ii) The allowances set out in this clause will not be taken into account in calculating overtime, penalty rates, annual or personal/carer's leave.

(j) Entitlement on a rostered day off

An employee who normally receives fares and/or travelling time is entitled to receive the relevant allowance/s for the rostered day off as prescribed in clause 30—Hours of work of this award.

(k) Summary of entitlement to fares and travel allowances

	Travel time	Fares
Start or finish on the job using own vehicle	Paid	Paid
Start or finish on the job using public transport	Paid	Paid
Start or finish on the job provided with or offered transport	Paid	Not paid
Start and finish at the workshop	Not paid	Not paid
Annual Leave	Not paid	Not paid
Public Holidays	Not paid	Not paid
Sick Leave	Not paid	Not paid

21.9 Living away from home—distant work

(a) Qualification

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

(b) Employee's address

- (i) At the time of engagement, the employee will provide, on the employer's request, details of their usual place of residence, being:
 - the address of the place of residence at the time of application; and
 - the address of a separately maintained residence, if applicable.
- (ii) The employer will not exercise undue influence, for the purpose of avoiding its obligations under this award, to persuade the employee to give a false address. No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees.

(c) Entitlement

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

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- provide the worker with reasonable board and lodging;
- pay an allowance of \$348.30 per week of seven days but such allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance will be \$49.80 per day. The foregoing allowances will be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed; or
- in circumstances prescribed in clause 21.9(d)(v) provide construction camp accommodation and messing.

(d) Travelling expenses

An employee who is sent by their employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of this clause will not be entitled to any of the allowances prescribed by clause 21.8, for the period occupied in travelling from the employee's usual place of residence to the distant job, but in lieu thereof must be paid:

(i) 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 or rail with sleeping berths if necessary), and any excess payment due to transporting the employee's tools if such expense is incurred.
- For any meals incurred while travelling at \$10.20 per meal.
- The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing on-the-job and who does not forthwith return to their place of engagement.

(ii) Return journey

- An employee will, for the return journey, receive the same time, fares, and meal payments as provided in clause 21.9(d)(i), together with an amount of \$16.60 to cover the cost of transporting themselves and their tools from the main public transport terminal to the employee's usual place of residence.
- The above return journey payments will not be paid if the employee terminates or discontinues the employment within two months of commencing on-the-job, or if the employee is dismissed for incompetence within one working week of commencing on-the-job, or is dismissed for misconduct.
- Departure point—for the purposes of this clause, travelling time will be calculated as the time taken for the journey from the central or regional

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rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

(iii) Daily fares allowance

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

(iv) Weekend 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 the employee's intention to return to the employee's usual place of residence for the weekend, must be paid an allowance of \$28.00 for each occasion. This provision will not apply to an employee who is receiving the payment prescribed in clause 21.9(c) instead of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in clause 21.9(d)(v).
- When an employee returns home for a weekend or part of a weekend and does not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 21.9(c) will be made.

(v) Construction camps

• Camp and caravan accommodation

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

• Camping allowance

An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance of \$138.80 for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee must be paid \$19.90 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

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succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

(e) Rest and recreation

(i) Rail or road travel

- An employee who proceeds to a job which qualifies them for provisions of this subclause, may after two months continuous service and thereafter, at three monthly periods in respect of plumbing and mechanical services employees and two months and two monthly periods thereafter in respect of sprinkler fitters of continuous service return to the employee's usual place of residence at the weekend. If the employee does so, the employee must be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend. Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days (14 days for a sprinkler fitter) after expiration of any such period of two or three months, then the provisions of this subclause will not be applicable.
- This entitlement will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice will lie with the employer.)
- Service requirements—For the purpose of this clause service will be deemed to be continuous despite an employee's absence from work as prescribed in this clause.

(ii) Variable return home

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

(iii) No payment for unused fares

Payment of fares as provided for in this subclause will not be made unless availed of by the employee.

(iv) Flexible rostered day off

If the employer and employee so agree in writing, the paid rostered day off as prescribed in clause 29—Ordinary hours of work and rostering, may be taken, and paid for, in conjunction with and additional to rest and

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recreation leave as prescribed in this subclause or at the end of the project or on termination, whichever comes first.

(v) **Termination**

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

21.10 **Inclement weather**

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

(b) **Procedure**

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

(c) **Restrictions on payments**

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

(d) **Entitlement to payment**

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

- (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.

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Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport in accordance with clause 21.8(f) except where the employer provides transport.

(f) Employees required to work in inclement weather

- (i)** Except as provided in this subclause an employee will not work or be required to work in inclement weather.
- (ii)** Employees required to work in inclement weather will only be obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/or to secure or make the site safe as circumstances require. Employees engaged on such work must be paid at the rate of double time.
- (iii)** Where the employer requires an employee to work in inclement weather, the employee will be reimbursed in full the cost of appropriate protective clothing, except where the employer provides such protective clothing.
- (iv)** If the employee's clothing becomes wet as a result of working in wet weather and the employee does not have a change of dry work clothes, the employee will be entitled, at the completion of the work, to cease work for the day without loss of pay.

(g) Cessation and resumption of work

- (i)** At the time employees cease work due to inclement weather the employer or their representative on site and the employees' representative will agree and note the time of cessation of work.
- (ii)** After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.

(h) Safety

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

(i) Additional wet weather procedure

Remaining on site

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

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

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

(j) Rain at starting time

Despite the provisions of clause 21.10(f) where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they may be required to go to work in a dry area or to be transferred to another site where:

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

21.11 Adjustment of expense related allowances

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

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

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Allowance	Applicable consumer price index figure
Meal allowance	Take away and fast foods sub-group
Tool allowance	Household appliances, tools and utensils sub-group
Vehicle allowance	Private motoring sub-group
Fares and travelling time and Living away from home—distant work allowances	Domestic holiday and travel accommodation sub-group

22. District allowances

22.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

22.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

22.3 This clause ceases to operate on 31 December 2014.

23. Accident pay

23.1 Subject to clause 23.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and

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(b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

23.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

23.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

23.4 This clause ceases to operate on 31 December 2014.

24. Supported wage system

[Sched B renumbered as Sched C by [PR988414](#)]

See Schedule C

25. National training wage

[Sched C renumbered as Sched D by [PR988414](#)]

See Schedule D

26. School-based apprenticeship

[Sched D renumbered as Sched E by [PR988414](#)]

This award makes provision for school-based apprenticeships in Schedule E—School-Based Apprenticeship.

27. Payment of wages

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

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

27.3 An employee kept waiting for their wages on pay day for more than a quarter of an hour after the usual time of ceasing work must be paid at overtime rates after that quarter hour with a minimum of a quarter of an hour.

27.4 When notice is given in accordance with clause 17—Termination of employment, monies due to the employee must be paid at the time of termination. Where this is not practicable monies will be sent by registered post or, if the employee is normally

paid by electronic funds transfer, transferred into the employee's account within two working days and waiting time will be paid as follows:

- (a) where the employee gives notice, time spent waiting beyond the two working days must be paid at ordinary rates at eight hours pay per day up to one week's pay; or
- (b) where the employer gives notice, from termination up to the time of posting at the rate of eight hours ordinary time per day up to a maximum of one week's pay.

28. Superannuation

28.1 Superannuation legislation

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

28.2 Employer contributions

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

28.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 28.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 28.3(a) or 28.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or 28.3(b) was made.

28.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another

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superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) and 28.3(b) to one of the following superannuation funds:

- (a) Construction and Building Industry Super (Cbus);
- (b) Building Unions Superannuation (Queensland) (BUS(Q));
- (c) QUEST Super;
- (d) Aust(Q) Super;
- (e) AustralianSuper;
- (f) Australian Superannuation Savings Employment Trust (ASSET);
- (g) Superannuation Trust of Australia (STA);
- (h) ECASF Super;
- (i) Tasplan Super;
- (j) Westscheme;
- (k) Building Employers Superannuation Trust;
- (l) Civil Contractors Federation Superannuation Trust (CCFST);
- (m) Statewide Superannuation Trust; or
- (n) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

28.5 Absence from work

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

- (a) **Paid leave**—while the employee is on any paid leave.
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

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

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

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

29.3 Ordinary working hours

Subject to clause 29.4 (Early start), ordinary working hours are worked between 7.00 am and 6.00 pm Monday to Friday inclusive.

29.4 Early start

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

29.5 Washing time breaks as paid time

- (a) Employees will be entitled to take five minutes immediately before lunch and before finishing time to enable them to wash and put away gear. The washing time breaks will be counted as time worked.
- (b) Where an employee is using toxic substances as defined in clause 21.7(g)(ii), immediately before lunch and before finishing time and the employee will be entitled to take 10 minutes washing time break to be counted as time worked.
- (c) Where an employee is engaged in hot work as defined in clause 21.7(c) or cold work as defined in clause 21.7(d) and such work continues for more than two hours, the employee will be entitled to a 20 minute rest after every two hours work without loss of pay.

29.6 Alternative methods of arranging ordinary hours and rostered days off

- (a) An employer and the majority of its employees may agree to an alternate method of arranging ordinary hours of work, and arranging RDO's.
- (b) Matters upon which agreement may be reached include:
 - (i) how the hours are to be averaged within a work cycle;
 - (ii) the duration of the work cycle, provided that such duration will not exceed three months;
 - (iii) rosters which specify starting and finishing times;
 - (iv) substitution of RDO's;
 - (v) accumulation of RDO's;

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- (vi) arrangements which allow for flexibility in the taking of RDO's; and
- (vii) the arrangement of ordinary hours which exceed eight hours on any day, provided such hours are within the spread of hours in clauses 29.3 or 29.4.

29.7 Rostered days off

- (a) The following provisions apply generally in respect of RDO's
 - (i) Payment for a RDO will be made from money accrued in accordance with clause 29.2.
 - (ii) A RDO will be recorded in the time and wages records of the employer.
 - (iii) Where the scheduled RDO falls on a public holiday under clause 37 (public holidays) the next working day will be taken as the RDO, unless an alternate day in that four week cycle or the next four week cycle is agreed in writing between the employer and the employee.
 - (iv) Each day of paid leave taken and/or any public holiday occurring during any four week cycle will be regarded as a day worked for RDO and all other accrual purposes.
 - (v) Any proportion of money accrued towards payment for a RDO will be paid as hours worked for the purpose of calculating entitlements due on termination of employment.
- (b) Where required by the employer, an employee may be required to work on their scheduled RDO where such work is necessary:
 - (i) to allow other employees to be employed productively;
 - (ii) to undertake out-of-hours maintenance;
 - (iii) due to unforeseen delays to a particular project or a section of the project;
or
 - (iv) for other reasons arising from unforeseen or emergency circumstances on a project;

provided that, in addition to RDO and all other accrual purposes, the employee will be paid the penalty rates and provisions of weekend work or public holiday work under clause 32—Penalty rates.

- (c) Rostered days off for employees working alongside other building or construction workers:
 - (i) In the case of employees working alongside other building or construction workers, the rostered day off RDO will be the fourth Monday in the cycle.
 - (ii) By agreement in writing between an employer and its employees an alternative day in the four week cycle may be the RDO. If requested by the employees, the employer must inform the employees' representative at least five working days before the agreement is to be implemented.

- (d) **Rostered days off for employees not working alongside other building and construction workers**
- (i) In the case of all other employees not working alongside other building and construction workers the employer will nominate the day to be taken as the RDO being either:
- the third Friday in the cycle;
 - the fourth Monday in the cycle; or
 - the fourth Friday in the cycle.
- (ii) By agreement between an employer and its employees an alternate day in the four week cycle may be the RDO.
- (e) **General exception for employers of 10 or fewer employees (not working alongside other building and construction workers)**
- (i) In respect of employers of 10 or fewer employees, an employee may be required to work on their scheduled RDO. In such cases the employee will nominate another day as their RDO to take off at mutual convenience.
- (ii) An employer will not change the scheduled RDO without prior notice of at least five days.
- (f) **General exception for employers of fewer than 15 employees (not working alongside other building and construction workers)**

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

30. Breaks

30.1 Meal breaks

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

30.2 Variation of meal breaks

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

30.3 Daily rest breaks

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

30.4 Overtime rest breaks

- (a) When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee will be allowed to take without deduction of pay, a rest break of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, the employee will be allowed to take also, without deduction of pay, a rest break of 30 minutes in duration.
- (b) In the event of an employee remaining at work after the usual ceasing time without taking the rest break of 20 minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- (c) For the purpose of this clause usual ceasing time is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 29— Ordinary hours of work over a four week work cycle.
- (d) Clauses 30.3 and 30.4(a) will not be applicable in the case of an employee who is allowed the rest periods prescribed by clauses 21.7(c) and 21.7(d).
- (e) Where an agreement is reached pursuant to clause 30.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

31. Shiftwork, service work, on call and call-back

[Varied by [PR991654](#)]

31.1 Shiftwork

- (a) Shiftworkers must be paid 133% the respective wage rate prescribed in clause 20—Minimum wages. Provided an employee is not employed during the ordinary hours of employment specified in clause 29—Ordinary hours of work over a four week work cycle, and provided further that the employee is not employed for more than eight hours continuously except for meal breaks in any 24 hours between 7.00 am on Monday and noon the following Saturday. The unpaid meal or rest period of a shiftworker will be 45 minutes or where an employer and employees agree, 30 minutes to suit particular circumstances.
- (b) Where an employee, after having worked a shift, finishes at a time when reasonable means of transport are not available, the employer will provide the employee with a conveyance to their home or pay them their current wage for the time reasonably occupied in reaching their home.

31.2 Service work—fire sprinkler fitter employee

[31.2 clause title changed and substituted by [PR991654](#)]

- (a) A fire sprinkler fitter employee required to perform service work outside normal working hours for breakdown, accident or other emergency work must be paid at the rate of double time.
- (b) The calculation of the period of time of duty will include only the time reasonably occupied in travel or work between the time of the employee's

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departure from their normal place of residence and the time of their return thereto provided that:

- (i) in the case of the first call-back in any one day an employee must be paid for at least a period of two hours at the rate of double time; and
- (ii) in the case of each subsequent call-back in the same day as for at least a period of one hour whether occurring within two hours of the first call back or not.

31.3 On call—fire sprinkler fitter employee

[31.3 clause title changed and substituted by [PR991654](#)]

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

- (a) Permanent stand-by on roster—an additional 6.8% of the weekly standard rate per week of seven days.
- (b) For other than permanent stand-by on roster, each Monday to Friday on call—an additional 0.7% of the weekly standard rate per night, and for each Saturday, Sunday or public holiday on call an additional 5% of the weekly standard rate per day.
- (c) An employee's telephone rental must be paid for by the employer.

31.4 Call-back and rest period

Overtime worked in the circumstances specified in clauses 31.2, 31.3 and 33.2 will not be regarded as overtime for the purposes of clause 33—Overtime, where the actual time worked is less than four hours on such recall or on each of such recalls.

31.5 Use of employee's vehicle

When an employee's vehicle is used for call out at the request of the employer a payment of \$0.74 per kilometre will be made.

32. Penalty rates

32.1 Weekend work

- (a) Overtime worked on Saturday must be paid for at the rate of:
 - (i) Plumbing and mechanical services employees—150% for the first hour and 200% thereafter; and
 - (ii) Sprinkler fitter employees—200%provided that all time worked after 12 noon must be paid for at 200%.
- (b) All time worked on Sunday must be paid for at 200%.
- (c) 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 must

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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 must be paid in accordance with clause 33.1(b).

- (d) An employee working overtime on a Saturday or a Sunday will be allowed a paid rest period of 10 minutes between 9.00 am and 11.00 am. This rest period to be paid for as though worked.
- (e) 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 payable at the ordinary rate of pay.

32.2 Payment for working on a public holiday

An employee who works on any of the public holidays or substitute days prescribed in clause 37—Public holidays, must be paid at the rate of double time and a half for all time worked. A plumbing and mechanical services employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.

33. Overtime

33.1 General overtime provision

- (a) In respect of all time worked beyond the ordinary hours of work as prescribed in clause 29—Ordinary hours of work over a four week work cycle, employees must be paid:
 - (i) plumbing and mechanical service employees—150% for the two hours and 200% thereafter;
 - (ii) plumbing and mechanical service employees in Victoria—150% for the first hour and 200% thereafter;
 - (iii) sprinkler fitter employees—150% for the two hours and 200% thereafter
- (b) Work commenced after midnight and prior to the commencement of ordinary hours must be paid for at the rate of 200%.

33.2 Call-back

- (a) An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) must be paid
 - (i) plumbing and mechanical service employees for a minimum of three hours work,
 - (ii) sprinkler fitter employees—for a minimum of four hours work

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

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

33.3 Working during meal break

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

- (i) Plumbing and mechanical service employees—200%;
- (ii) Sprinkler fitter employees—150%;

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

33.4 Restriction on overtime for apprentices

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

33.5 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 them with conveyance to their home or to the nearest public transport.

33.6 Breaks between working days

- (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, or on a Saturday, Sunday or holiday without having had 10 consecutive hours off duty in the 24 hours preceding their ordinary commencing time on their next ordinary day will, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of their employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee must be paid at 200% rates until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

Part 6—Leave and Public Holidays

34. Annual leave

Annual leave is provided for in the NES.

34.1 Leave entitlement

- (a) In addition to the entitlement to annual leave in the NES, employees who work or are required to be on call for any part of 26 weekends or more in any year of employment are entitled to an additional week's annual leave on the same terms and conditions.
- (b) For the purpose of the additional week of leave provided by the NES, a shiftworker means a **continuous shiftworker** as defined in this award.

34.2 Payment for annual leave

- (a) Section 35 of the NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.
- (b) In addition to the payment provided for in s.35 of the NES an employer is required to pay an additional leave loading of 17.5% of that payment, calculated on the rates, loadings and allowances prescribed by clauses 20—Minimum wages, 21.1 and 21.8.

34.3 Annual close-down

- (a) An employer giving any leave in conjunction with the Christmas and New Year holidays may either:
 - (i) stand off without pay during the period of leave any employee who has not yet qualified under the NES for the full period of leave; or
 - (ii) stand off for the period of leave any employee who has not qualified for the full period of leave under the NES and pay them to the extent that the employee has qualified for paid leave under the NES.
- (b) Where an employer decides to close down their establishment at the Christmas and New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of their employees qualified for such leave, the employer will give at least two months notice to their employees of their intention so to do.

35. Personal/carer's leave and compassionate leave

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

36. Community service leave

Community service leave is provided for in the NES.

37. Public holidays

37.1 Public holidays are provided for in the NES

37.2 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in s.54 of the NES.

Part 7—Transitional Provisions

[Part 7 deleted by [PR988414](#)]

Schedule A—Transitional Provisions

[Sched A inserted by [PR988414](#)]

A.1 General

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

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a transitional minimum wage instrument (including the transitional default casual loading) or an award-based transitional instrument on the one hand and an equivalent provision in a modern award on the other.

A.2 Minimum wages – existing minimum wage lower

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%

First full pay period on or after

1 July 2012 40%

1 July 2013 20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

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

First full pay period on or after

1 July 2010 80%

1 July 2011 60%

1 July 2012 40%

1 July 2013 20%

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

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

A.4 Loadings and penalty rates

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

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

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

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the transitional default casual loading or the loading or penalty in the relevant award-based transitional instrument for the classification concerned.

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

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

First full pay period on or after

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

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

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

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

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of an award-based transitional instrument to pay a particular loading or penalty higher than that in this award for any classification of employee.

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

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

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

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

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

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

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

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

First full pay period on or after

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

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

Schedule B—Classification Definitions

[Sched A renumbered as Sched B by [PR988414](#)]

[Varied by [PR991654](#)]

B.1 Key concepts and terms

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

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

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

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

[B.1.3 substituted by [PR991654](#)]

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

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

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

- documentary evidence concerning registration with any of the construction industry portable long service leave schemes;
- documentary evidence concerning contributions into an approved industry superannuation fund.

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

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

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

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

[B.1.9 varied by [PR991654](#)]

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

- (a) any training which a registered provider (e.g. TAFE) or a State training authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (b) where competencies meet the requirements of the national competency standards developed by CPSISC for these levels.

B.2 Translation to classification structure

[B.2.1 substituted by [PR991654](#)]

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

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

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

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

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

B.3 Classification structure definitions

B.3.1 Work levels

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

New entrant.

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

After three months in the industry.

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

After 12 months in the industry.

- (d) **Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(d)**

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

- (i) successfully completed a Services Stream Certificate (Plumbing and mechanical services/Sprinkler fitting) Level 1 consisting of 16 appropriate modules of structured training; or
- (ii) obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

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

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

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

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

[Definition of Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(d) classification varied by [PR991654](#)]

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

- plumber's labourer;
- sprinkler fitter's assistant.

(e) **Plumbing and mechanical services worker/Sprinkler fitting worker Level 2**

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

- (i) successfully completed a Services Stream Certificate (Plumbing and mechanical services/Sprinkler fitting) Level 2 consisting of 24 appropriate modules of formal structured training; or
- (ii) obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training.

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

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

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

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

(f) Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1

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

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

- exercises good interpersonal and communication skills;
- reads, interprets and applies information from plans;
- understands and applies quality control techniques;
- exercises discretion within the scope of this grade;
- performs work under general supervision either individually or in a team environment;
- is able to perform tasks safely and be able to identify hazards within their sphere of work;
- assists with informal on-the-job guidance to a limited degree;
- performs non-trade tasks incidental to their work;
- has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the Services Stream and how they relate to the other areas of the Services Stream; and
- performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

(g) Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 works above and beyond a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 and to the level of their

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training. The following indicative tasks which an employee at this level may perform are:

- exercises the skills attained through completion of the training prescribed for this classification;
- works under general supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- exercises discretion within the scope of this grade;
- has knowledge of occupational, health and safety requirements subject to the level of their training; and
- reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable them to perform the particular tasks:

- exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO₂ systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

(h) Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 1

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—class Level 1 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has completed the following training requirements.

- (i) successfully completed six appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent;
- (ii) or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 1 works above and beyond a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 and to the level of their training. The following indicative tasks which an employee at this level may perform are:

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- exercises the skills attained through completion of the training prescribed for this classification;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a team;
- exercises discretion within the scope of this grade;
- works under limited supervision either individually or in a team environment; and
- reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:

- exercises precision trade skills using various materials and/or specialised techniques;
- schedule and plan work activity;
- write brief reports on work activity;
- have knowledge of the Australian Standards applying to their sphere of work;
- recognise hazards associated with tasks in their field of work; and
- exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO₂ systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

(i) Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 2

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 2 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has completed the following training requirements:

- (i) successfully completed nine appropriate modules in addition to the requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or
- (ii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 2 works above and beyond a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class

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Level 1 and to the level of their training. The following indicative tasks which an employee at this level may perform are:

- exercises the skills attained through completion of the training prescribed for this classification;
- provides trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment; and
- reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques; and
- exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO₂ systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

(j) **Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1**

An Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has completed the following training requirements:

- (i) successfully completed 10.5 appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1;
- (ii) equivalent accredited training, or equivalent; or
- (iii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 works above and beyond a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson—special class Level 2 and to the level of their training. The following indicative tasks which an employee at this level may perform are:

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- exercises the skills attained through completion of the training prescribed for this classification;
- exercises discretion within their level of training;
- is able to provide trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment; and
- reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- possess effective written and verbal skills in order to provide concise reporting and communication; and
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

(k) Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2

An Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has completed the following training requirements:

- (i) successfully completed 12 appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1;
- (ii) equivalent accredited training, or equivalent; or
- (iii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 works above and beyond an Advanced plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 and to the level of their training. The following indicative tasks which an employee at this level may perform are:

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- undertakes quality control and work organisation at a level higher than for an Advanced plumbing and mechanical service tradesperson Level 1;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/trainers;
- performs maintenance planning and predictive maintenance work within their field of work;
- prepares reports of a technical nature on specific tasks or assignments as directed; and
- exercises broad discretion within the scope of this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:

- use information from plans to identify, diagnose and solve problems related to work in a specific field;
- be able to identify any deviations from plans and sketches;
- schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO₂ systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems; and
- exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

B.3.2 Supervision definitions

(a) General supervision

Working under general supervision means an employee who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- has their assignments reviewed on completion; and
- although competent and well experienced, there may be occasions on which the employee will receive more detailed instructions.

(b) Limited supervision

Working under limited supervision means an employee who:

- receives limited instructions normally confined to a clear statement of objectives;
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

Schedule C—Supported Wage System

[Sched B renumbered as Sched C by [PR988414](#)]

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$69 per week.

C.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Industrial Registrar to the union by certified mail and the agreement will take effect unless an objection is notified to the Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$69 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D—National Training Wage

[Sched C renumbered as Sched D by [PR988414](#)]

Schedule E—School-Based Apprenticeship

[Sched D renumbered as Sched E by [PR988414](#)]

- E.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.