



## DECISION

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

**Master Builders' Construction and Housing Association of the Australian  
Capital Territory**  
(AG2013/7586)

**A-PLUS PLUMBING & BUILDING SERVICES PTY LTD & CEPU ACT  
ENTERPRISE AGREEMENT 2013-2016**

Plumbing industry

COMMISSIONER DEEGAN

CANBERRA, 24 JULY 2013

*Application for approval of the A-PLUS PLUMBING & BUILDING SERVICES PTY LTD &  
CEPU ACT Enterprise Agreement 2013-2016.*

[1] An application has been made for approval of an enterprise agreement known as the A-PLUS PLUMBING & BUILDING SERVICES PTY LTD & CEPU ACT Enterprise Agreement 2013-2016 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Master Builders' Construction and Housing Association of the Australian Capital Territory. The Agreement is a single-enterprise agreement.

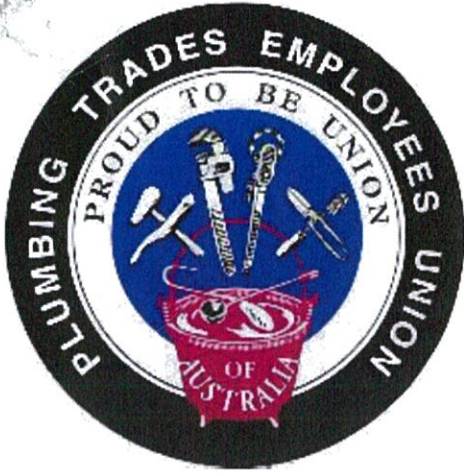
[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 July 2013. The nominal expiry date of the Agreement is 30 May 2016.



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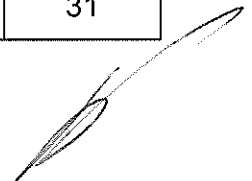


**A-PLUS PLUMBING & BUILDING SERVICES PTY LTD**

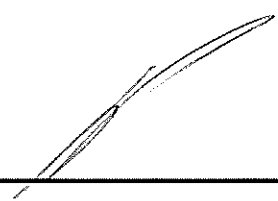
**& CEPU ACT ENTERPRISE AGREEMENT  
2013-2016**

17<sup>th</sup> May 2013

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## **1. TITLE**

This Agreement shall be known as the A-PLUS PLUMBING & BUILDING SERVICES PTY LTD & CEPU ACT Enterprise Agreement 2013-2016.

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

This Agreement shall be binding upon:

- 2.1 A-PLUS PLUMBING & BUILDING SERVICES PTY LTD (Company) in respect to its employees as defined in clause 7.1(viii)
- 2.2 The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Union).
- 2.3 This Agreement does not apply to the employment of:
  - a) employees engaged as Sprinkler Fitters whose employment would otherwise fall within the coverage of the Plumbing and Fire Sprinklers Award 2010 (MA000036); or
  - b) employees principally engaged in installing automatic fire protection systems; or
  - c) the employment of weekly engaged employees who are fully employed in workshops off site and who would otherwise fall within the coverage of the Manufacturing and Associated Industries manufacturing Award 2010.
  - d) employees that are not covered by a modern award (such as site supervisors and other managerial staff); or
  - e) employees engaged primarily in administrative duties.

## **3. OBJECTIVES**

The objectives of this Agreement are to:

- 3.1 Increase the efficiency of the company by the effective utilisation of the skill and commitment of the company's employees;
- 3.2 Improve the living standard, job satisfaction and continuity of the company's employees by improving Industry standards;
- 3.3 Create a cooperative and productive Industrial Relations environment;
- 3.4 Provide workers with more varied, fulfilling and better paid jobs;
- 3.5 Promote the continued skill formation of workers;

- 3.6 Maintain a safe working environment;
- 3.7 Establish effective communications between the company, its workers and their Consultative Committee to ensure that the workforce are kept fully informed and have an input into decision making that effects the work environment and the future employment of workers with the company.
- 3.8 Maintain and continue the integrity of trade training through apprenticeships contract of training.

#### **4. COMMITMENTS**

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

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

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

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

This Agreement shall come into operation from the date approved by FWA and continue until 30th May 2016.

## 6. RELATIONSHIP TO OTHER INSTRUMENTS

This agreement wholly replaces the Plumbing and Fire Sprinklers Award 2010 (MA000036).

## 7. DEFINITIONS

Geographic definitions

- a) **ACT** – Means the Australian Capital Territory and a 75km radius from the Canberra GPO

### 7.1 Other definitions

In this agreement, unless the contrary intention appears:

- (i) **Act** means the Fair Work Act 2009 (Cth)
- (ii) **adult apprentice** means a person of 21 years of age or over at the time of entering into an indenture to a trade specified
- (iii) **agreement-based transitional instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- (iv) **award-based transitional instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- (v) **construction work** means all work performed under this agreement in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures, including the prefabrication of work performed in plumbing workshops. For the purpose of this definition maintenance is confined to employees employed by employers in the building and construction industry.
- (vi) **contractor** means any entity which contracts to provide plumbing.
- (vii) **continuous shift worker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or

meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts

- (viii) **employee** means national system employee within the meaning of the Act
- (ix) **employer** means national system employer within the meaning of the Act
- (x) **enterprise award-based instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- (xi) **leading hand** means an employee who is given by the employer, or their agent, the responsibility of directing and/or supervising the work of other employees, or in the case of only one employee, the specific responsibility of directing and/or supervising the work of that employee
- (xii) **NES** means the National Employment Standards
- (xiii) **Licensed Plumber &/or Drainer** means an employee who holds the appropriate license/s and is primarily engaged to carry out plumbing and drainage works
- (xiv) **Plant Operator** means an employee primarily engaged to operate plant
- (xv) **Labourer** means an employee primarily engaged in assisting a plumber
- (xvi) **standard rate** means the minimum wage for the Plumbing and mechanical services tradesperson Level 1 in Appendix A.

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

## 8. TYPES OF EMPLOYMENT

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

### 8.1 Daily hire employees (plumbing and mechanical services classifications only)

The following provisions will apply to daily hire employees:



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

## 8.2 Casual employment

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

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

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

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

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

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

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement.

## **10. SHAM CONTRACTING**

- 10.1 The parties to this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode employee entitlements and affect the job security of employees covered by this Agreement.
- 10.2 **Sham contracting** means sham arrangements as described in Part 3-1, Division 6 of the Fair Work Act.
- 10.3 If the Enterprise wishes to engage a subcontractor or labour provider to perform work performed by its employees under this Agreement, the Enterprise must consult with the parties prior to commencement on site.
- 10.4 Subclause 10.3 will not apply in circumstances where the subcontractor or labour provider is a party to an enterprise agreement which offers substantively similar terms and conditions of employment as this Agreement.
- 10.5 The Enterprise shall only engage subcontractors or labour providers, to do work that would be covered by this Agreement if it was performed by the employees, who apply wages and conditions that are no less favourable than that provided for in this Agreement. This will not apply where the Enterprise is contractually obliged by the head contractor / client to engage a specific nominated subcontractor or labour provider to do specialist work.
- 10.6 The Company will not end the employment of an employee (or employees) for reason of redundancy where the Company has engaged a subcontractor or labour provider to perform work performed by such employee(s) under this Agreement.
- 10.7 The provisions of this clause will not apply in respect to specialist contractors.

## **11. CONSULTATIVE MECHANISMS**

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

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

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

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

## **13. PAYMENT OF WAGES**

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

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

13.3 Time and Wages Records

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

## **14. APPRENTICES**

14.1 The rates of pay, including Allowances, for Apprentices will be as per the Plumbing and Fire Sprinklers Award 2010 (MA000036), as amended.

14.2 No current apprentice will be disadvantaged by the signing of this agreement.

14.3 In determining the wages to be paid to an apprentice, any credit applicable to the term of the apprenticeship will be counted as part of the term of apprenticeship already completed.

14.4 The parties to this agreement acknowledge the importance of training apprentices and therefore will acknowledge that there will be a maximum ratio of 3 apprentices to each tradesman employed by the employer.

14.5 Attending college/school.

Apprentices will be paid all wages and allowances as specified by this Agreement for time spent attending college/school in the course of their apprenticeship. All time spent attending college/school in the course of the apprenticeship will count as time served for all purposes.

14.6 Except where it is inconsistent with this clause, the provisions of the Plumbing and Fire Sprinklers Award 2010 (MA000036) will apply to apprentices.

14.7 Fees due by an apprentice for attending the Plumbing Trade Course shall be reimbursed by the employer at the time that the apprentice satisfactory completes each module. Where an apprentice fails to complete a course of study or fails a particular subject any additional fees due in order to complete the course will be the responsibility of the apprentice.

14.8 RDO's / Public Holidays

In addition to the provisions otherwise provided in this agreement where Public Holiday or RDO falls on a day on which the apprentice is required to attend and does attend technical college or registered training organisation), the next working day shall be taken in lieu of the public holiday / rostered day off unless an alternative day in that four-week cycle is agreed between the apprentice and the employer.

14.9 Apprentices shall be paid a weekly tool allowance unless the employer supplies the apprentice with all necessary tools.

14.10 Where an employer supplies the apprentice with tools and the apprentice is dismissed or leaves their employment before the cost of the tool kit has been reimbursed, the employer shall be entitled to either deduct from any wages due to the apprentice the remaining cost of the tool kit, or, by agreement, retain tools equivalent to the amount still owing based on the original cost of the tools.

14.11 Provided further that where a tool allowance is paid to apprentices the employer may, from time to time, inspect tools provided by an apprentice and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may supply or repair those tools and deduct the cost from the future tool allowance payments.

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

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

14.14 Overtime – Apprentices

- (a) Except in an emergency, will not be required to work overtime or shift work at times which would prevent their attendance at technical school or a registered training organisation.
- (b) When working overtime the apprentice should be under the direction of a tradesperson.
- (c) An apprentice be paid at the overtime, meals and other penalties rates that apply under Plumbing and Fire Sprinklers Award 2010 (MA000036).

## **15. TRAVEL ALLOWANCE**

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

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

15.3 An employee will be paid travel on RDOs.

- (a) The travelling time allowances are daily allowances where the employee is required to:
  - (i) start or finish work at a job site;
  - (ii) start or finish work at the usual times; and
  - (iii) uses his/her own vehicle or uses public transport.

(b) Travel allowance

Subject to clauses 15(a) employees will be paid a travel allowance in accordance with the figures shown in Appendix 1.

15.4 Transfer between job sites during working hours

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

- (ii) Where the employer requests an employee to use their own vehicle to effect such a transfer, and the employee agrees to do so the employee will be paid an allowance at the rate of \$0.74 per kilometre.

15.5 Standard travelling time allowance

The standard travelling time component is an amount based on travel within the boundaries of the Canberra CBD and a 75km radius.

15.6 Mileage allowance for travel beyond defined radius

- (i) An employee entitled to the additional travelling time allowance beyond the defined radius under clause 15.5 and who uses their own vehicle for such travel is to be paid an amount equivalent to \$0.74 per kilometre as reimbursement for the additional fuel costs incurred covering the combined distance from the defined radius to the job site and return to the defined radius.
- (ii) An employee who lives close to the boundaries of the defined radius and who is requested to travel beyond the defined radius can reach mutual agreement between the employer and employee for the excess travel allowance not to be paid on fair and reasonable grounds that the employee is not travelling further than what would be considered a normal days travel to a job site within the defined radius..

**16. PRODUCTIVITY ALLOWANCE**

The Productivity Allowance as prescribed in Appendix 1 will be payable for all hours worked.

**17. OTHER ALLOWANCES**

17.1 Employee acting on welding certificate

An employee who is requested by the employer to hold the relevant qualifications required by the various State Government bodies, or other relevant authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by the employer to act on such qualifications, will be paid an 46 cents per hour for oxy-acetylene welding and 46 cents per hour for electric welding for every hour of employment whether or not the employee has in any hour performed work relevant to those qualifications held.

17.2 Meals when working overtime

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

17.3 Leading hand allowance:

2- 5 employees	\$33.60 per week
6-10 employees	\$43.00 per week
11+ employees	\$57.38 per week

17.4 Hot Work

- (a) An employee who works in a place where the temperature has been raised by artificial means to between 46 and 54 degrees Celsius will be paid an additional \$0.54 or part thereof; with an additional \$0.67 or part thereof, where the temperature exceeds 54 degrees Celsius.
- (b) Where such work continues for more than two hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided for in clause 17.4(a).

17.5 Cold Work

- (a) An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius will be paid an additional \$0.54 per hour.
- (b) Where such work continues for more than two hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided for in clause 17.5(a).

**18. LIVING AWAY FROM HOME – DISTANT WORK**

18.1 Qualification

An employee will be entitled to the provisions of this clause when employed on a job or construction work outside the ACT.

18.2 Employee's address

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

- (a) The address of the place of residence at the time of application; and
- (b) The address of a separately maintained residence, if applicable.
- (c) The employer will not exercise undue influence, for the purpose of avoiding its obligations under this Agreement, to persuade the employee to give a false address. No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees.

### 18.3 Entitlement

Where an employee qualifies under 18.1 the employer will either:

- (a) provide the employee with reasonable board and lodging to a standard of no less than 3 star accommodation, with two meals daily, being breakfast and dinner, and an out of pocket allowance of \$20.00 per day, or
- (b) Pay an accommodation allowance of \$100.00 per day, and an out of pocket allowance of \$20.00 per day, but such allowances will not be counted as wages. The foregoing accommodation allowance will be increased if the employee can satisfy the employer that the employee reasonably incurred a greater outlay than that prescribed in clause 18.3 (a).

### 18.4 Travelling expenses

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

- (a) Forward journey
  - For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
  - For the amount of a fare on the most common method of public transport to the job (bus; air; rail with sleeping berths if necessary), and any excess payment due to transporting their tools if such is incurred.
  - For any meals incurred while travelling at \$10.97 per meal. The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within



two weeks of commencing on the job and who does not forthwith return to their place of engagement.

(b) Return journey

- An employee will, for the return journey, receive the same time, fares, and meal payments as provided in 18.4(a) above, together with an amount of \$17.24 to cover the cost of transport from the main public transport terminal to their usual place of residence.
- The above return journey payments will not be paid if the employee terminates or discontinues their employment within two months of commencing on the job, or if the employee is dismissed for whatever reason within one working week of commencing on the job, or is dismissed for misconduct.
- Departure point- for the purposes of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

18.5 Daily Travel allowance

An employee engaged on a job which qualifies them to the provisions of this clause and who are required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) will be paid the travel allowance prescribed by clause 15 – Travel.

18.6 Week-end return home

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

18.7 Construction camps

(a) Camp and caravan accommodation

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

reimburse all costs associated with the employee arranging and providing such camp or caravan accommodation.

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

(b) Camping allowance

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

(c) Camp meal charges

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

18.8 Rest and recreation

(a) Rail or road travel

- (i) An employee, who proceeds to a job which qualifies for the provisions of this subclause, may, after two months continuous service and thereafter at three monthly periods of continuous service return to their usual place of residence at the weekend. If the employee does so, the employee will be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend. Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight days after expiration of any such period of two or three months, the provisions of this subclause will not be applicable.
- (ii) The entitlement under 18.8.(i) will be availed of as soon as reasonably practical after it becomes due and will lapse after a

period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due, of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice will lie with the employer).

(b) Variable return home

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

(c) No payment for unused fares

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

(d) Flexible rostered day off

If the employer and employee so agree in writing, the paid rostered day off as prescribed in clause 23 – Ordinary Hours of work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in 18.8, or at the end of the project, or on termination whichever comes first.

18.9 Termination

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

**19. SUPERANNUATION**

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

19.2 Superannuation will be paid on all ordinary time earnings, Rostered Days Off, travel allowances and all allowances specifically covered by the Superannuation Guarantee Charge (SGC)

19.3 The relevant Superannuation Fund at the employee's option will be C+BUS or some other compliant Fund nominated by the employee.

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

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

(a) Paid Leave

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

(b) Unpaid Leave

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

(c) Work related injury or illness

In the event of an eligible employee's absence from work being due to a work related injury or work related illness, contributions at the normal rate will continue for the period of the absence provided that the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Agreement and the person remains an employee of the employer.

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

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

## **20. TERMINATION OF EMPLOYMENT**

20.1 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.

20.2 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.

**21. INDUSTRY SPECIFIC REDUNDANCY SCHEME**

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

21.2 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.

21.3 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 but less than 4 Years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

- (b) Provided that an employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.
- (c) Week's pay means the ordinary time rate of pay at the time of termination for the employee concerned.
- (d) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.
- (e) Any period of service as a casual will not entitle an employee to accrue service in accordance with this clause for that period.
- (f) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.
- (g) Contributions paid by the employer under this clause will be paid in accordance with the requirements of the Scheme's trust deed.
- (h) Upon termination the employee will, depending on the Scheme's trust deed, be paid directly by the Scheme.
- (i) For the purpose of meeting its obligations under this clause the employer will make the contributions set out in clause 21 above on a monthly basis in respect of each employee covered by this Agreement to the Scheme.
- (j) Where an employee is entitled to a payment by the Scheme under clause 21 and an entitlement under the provisions of this clause would be greater than the employee will receive the difference between the amount due under clause 21 and the amount due under this clause, but not both.

#### 21.4 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.

#### 21.5 Employee leaving during notice period

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

#### 21.6 Transfer of business

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

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

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

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

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

**23. ORDINARY HOURS OF WORK**

**OPTION A**

- 23.1 The average ordinary working hours will be 36 per week worked in accordance with the following provisions for a four week work cycle:
- 23.2 Ordinary working hours will be worked in a twenty-day, four week cycle, Monday to Friday inclusive, with eighteen working days of eight hours each, between the hours of 6.00 a.m. and 6.00 p.m., with 0.8 of one hour on each day worked accruing as an entitlement to take a rostered day off (RDO) in each cycle paid as though worked. The rates contained in Appendix 1 compensate for the daily span of hours being 6.00am and 6.00pm.
- 23.3 This time will accrue as follows:
- (i) ACT Plumbers, Drainers, Labourers and Plant Operators will accrue 0.8 hours (48 minutes) accrued per day worked or per day of paid leave taken.
- 23.4 An employee is not entitled to accrue the time provided for in clause 23.3(i) whilst on an RDO.

**OPTION B**

- 23.5 The average ordinary working hours will be 38 per week worked in accordance with the following provisions for a four week work cycle:
- 23.6 Ordinary working hours will be worked in a twenty-day, four week cycle, Monday to Friday inclusive, with eighteen working days of eight hours each, between the hours of 6.00 a.m. and 6.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take a rostered day off (RDO) in each cycle paid as though worked. The rates contained in Appendix 1 compensate for the daily span of hours being 6.00am and 6.00pm.



23.7 This time will accrue as follows:

- (i) ACT Plumbers, Drainers, Labourers and Plant Operators will accrue 0.4 hours (24 minutes) accrued per day worked or per day of paid leave taken.

23.8 An employee is not entitled to accrue the time provided for in clause 23.7(i) whilst on an RDO.

23.9 Clearing of Rostered Days Off (RDO)

An employee will be entitled to take RDOs in accordance with the following:

- (a) Six RDOs adjacent to long weekends will be taken as Lockdown RDO's in accordance with this agreement.
- (b) Additional RDOs (as accrued) may be taken in at a times mutually convenient to the employer and employee.
- (c) RDO's can be banked to a maximum of five RDO's and all RDO accruals must be back to zero by the 31<sup>st</sup> December each year.

## **24. WORK BREAKS**

### **24.1 Meal breaks**

There will be a cessation of work and working time within the first 5 hours of each day for the purpose of a meal on each day, of not less than 30 minutes, to be taken at a time that meets the needs of each particular project. Employees will not be required to work more than 5 hours without a rest break.

### **24.2 Variation of meal breaks**

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

### **24.3 Daily rest breaks**

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

### **24.4 Overtime rest breaks**

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

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

## **25. OVERTIME**

### 25.1 Overtime generally

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

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

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

- (c) Working during meal break

If the employer requires an employee to work through their normal meal break the employee will be paid at the rate of double time until the

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

(d) Transport after overtime or holiday work

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

25.2 Breaks between working days

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

- (a) If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty the employee will be paid at double rates until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) An employee who has worked continuously (except for work breaks allowed by this Agreement) for 20 hours including holiday work will not be required to continue at or recommence work for at least twelve hours.

**26. WEEKEND WORK**

26.1 Weekend work generally

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

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

- 26.3 An employee required to work on a Saturday or Sunday will be afforded at least three hours work on a Saturday or four hours work on a Sunday or will be paid for three hours on a Saturday or four hours on a Sunday at the appropriate rate. Provided that on urgent service work an employee will be paid in accordance with 25.1(a)
- 26.4 An employee working overtime on a Saturday or a Sunday will be allowed a paid rest period of ten minutes between 9.00 a.m. and 11.00 a.m. This rest period is to be paid for as though worked.
- 26.5 An employee working on a Saturday or Sunday will be allowed a paid meal break of 20 minutes after four hours work, to be paid for at the ordinary rate of pay, but this will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay. In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid rest break of 30 minutes which will be paid at the ordinary rate of pay.

## **27. NIGHT SHIFT**

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

- 27.1 No employee who is employed during the ordinary hours will be employed on night shift except on overtime rates or vice-versa.
- 27.2 Reasonable time will be allowed for a meal or meals during such shift.
- 27.3 In such cases where night shifts are worked and employment continues for more than one week, employees will work five shifts per week of eight hours. Employees on shift work will accrue 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift entitlement will be in accordance with Clause 23 – ordinary hours of work. This twentieth shift will be paid for at the appropriate shift rate as prescribed by this clause and the appropriate allowance under clause 15- travel.
- 27.4 Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 28 - Public holidays and holiday work will be regarded as shifts worked for accrual purposes.
- 27.5 Except as provided above, employees not working a complete four week cycle will be paid accrued pro rata entitlement for each shift worked on a programmed shift off or, in the case of termination of employment on termination.

- 27.6 The employer and employee will agree in writing upon arrangements for rostered paid days off during the twenty shift cycle or for accumulation of accrued days to be taken at or before the end of the particular contract, provided that such accumulation will be limited to no more than five such accrued days before they are taken as paid days off, and when taken those days will be regarded as days worked for accrual purposes in the particular twenty shift cycle.
- 27.7 Once such days have been rostered they will be taken as paid days off provided that where the employer for emergency reasons requires an employee to work on a rostered day off, the employee will be paid in addition to their accrued entitlement, penalty rates prescribed in 25.1(a).
- 27.8 An employee employed for less than five continuous shifts in any working week will be paid in accordance with clause 25 - Overtime, and clause 26 - Weekend Work. In cases where the employee has been employed on night shift for more than one week continuously then in such cases if the job finishes during the currency of the week's work the employer will be at liberty to terminate the engagement and will pay to such employee the rate fixed for night shift work for the time actually worked. In cases where less than a full week is worked, due to the action of the employee, the rate payable for the actual time worked will be ordinary night shift rates.
- 27.9 The rate of pay for night shift will be time and one half (150%).
- 27.10 The starting and finishing hours for night shift work will be agreed upon mutually between the employer and a majority of affected employees. The provisions relating to clause 23 –Ordinary Hours of work and Clause 29 - Annual Leave apply to employees working shift work provided that the starting time for ordinary night shift hours will not be before 3.00pm.
- 27.11 When an employee, after having worked overtime for which the employee has not been regularly rostered or on a prescribed holiday, finishes work at a time when reasonable means of transport are not available the employer will pay the cost of or provide a conveyance to their home or to the nearest public transport.
- 27.12 Overtime
- 27.12.1 All time worked on Sunday mentioned in clause 26 – Weekend Work, and the holidays mentioned in clause 28 – Public Holidays and Holiday Work, will be paid for at the rate of double time shift rates. All time worked outside the ordinary night shift hours will be paid for at the rate of time and a half for the first two hours and double time thereafter based, in each case, upon the nightshift rates.
- 27.12.2 Where a period of overtime is two hours or more an employee will be allowed a twenty minute meal break which will be paid for at ordinary rates.

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

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

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

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

### **28.1 When public holidays fall on a weekend**

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

### **28.2 Termination**

- (a) If the employer terminates the employment of an employee (except for reasons of misconduct or incompetency) the employer will pay the employee a day's ordinary wages for each holiday or each holiday in a group which falls within ten consecutive calendar days after the day of termination.
- (b) Where any two or more of the holidays prescribed in this clause occur within a seven day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within ten consecutive calendar days after termination, the whole group will be deemed to fall within the

ten consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group.

- (c) No employee will be entitled to receive payment from more than one employer in respect to the same public holiday or groups of holidays.

**28.3 Absence before/after a holiday**

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

**28.4 Payment for working on a Public holiday**

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

**29. ANNUAL LEAVE**

- 29.1 The provision of annual leave under this agreement shall be in accordance with the National Employment Standards (NES).
- 29.2 In addition to the payment provided for in clause 29.1, an employer is required to pay an additional leave loading of 17.5% on that payment.

**30. PERSONAL LEAVE**

- 30.1 The provisions of personal leave under this agreement shall be in accordance with the National Employment Standards (NES).

**31. PARENTAL LEAVE**

- 31.1 The provisions of personal leave under this agreement shall be in accordance with the National Employment Standards (NES).

**32. COMPASSIONATE LEAVE**

32.1 The provisions of compassionate leave under this agreement shall be in accordance with the National Employment Standards (NES).

**33. WORK HEALTH AND SAFETY**

The parties to this Agreement commit themselves to the establishment and maintenance of a safe and healthy working environment, in accordance with the Work Health and Safety Act 2011.

**34. INCLEMENT WEATHER**

(a) Inclement weather

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

(b) Procedure

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

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

(c) Restrictions on payments

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

(d) Entitlement to payment

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



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

(e) Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather. Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport in accordance with clause 15.4 except where the employer provides transport.

(f) Employees required to work in inclement weather

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

(g) Cessation and resumption of work

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

(h) Safety

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

(i) Additional wet weather procedure

(i) Remaining on site

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

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

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

(ii) Rain at starting time

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

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

**35. PROTECTIVE CLOTHING**

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

(a) Two (2) Long Sleeve or Short Sleeve Shirts

(b) Two (2) Pairs of Trousers or Shorts or Overalls

(c) One (1) Pair Boots

(d) One (1) Jacket

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

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

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

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

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

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

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

An employee, if engaged and presenting for work to commence employment and not being required will be entitled to at least eight hours' work or payment therefore at ordinary rates, plus the appropriate allowance prescribed by

clause 15 – Travel Allowance. This clause will not apply if the services of an employee are not required by reason of inclement weather in which case the provisions of clause 34 - Inclement Weather, will apply.

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

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

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

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

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

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

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

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

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

A copy of this Agreement, the Plumbing and Fire Sprinklers Award 2010 (MA000036), and the NES will be kept by the employer in a prominent place on the employer's premises where it is readily accessible to employees.

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

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

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

### **43. CONSULTATION**

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

- 43.4 When the enterprise intends to make its decision, the enterprise must:
- 43.4.1 Discuss with the relevant employees:
- (a) the introduction of the change; and
  - (b) the effect the change is likely to have on the employees; and
  - (c) measures the enterprise is taking to avert or mitigate the adverse effect of the change on the employees; and
- 43.4.2 For the purposes of the discussion - provide, in writing, to the relevant employees:
- (a) all relevant information about the change including the nature of the change proposed; and
  - (b) Information about the expected effects of the change on the employees; and
  - (c) any other matters likely to affect the employees.
- 43.5 However, the enterprise is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 43.6 The enterprise must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 43.7 In this term, a change is likely to have a significant effect on employees if it results in:
- (a) The termination of the employment of employees; or
  - (b) change to the composition, operation or size of the enterprise's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 43.8 The alteration of hours of work; or
- 43.9 The need to retrain employees; or
- 43.10 The need to relocate employees to another workplace; or
- 43.11 The restructuring of jobs; or
- 43.12 Any other matter pertaining to the employee/employer relationship.



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

**44. LICENSE(S)**

In accordance with the Canberra Sewage & Water Supply regulations, all plumbers working directly on sanitary drainage, gas or hot and cold water must hold a minimum of a Journeyman's license. The rates of pay by way of Appendix 1 allow for a "licensed plumber on construction". Any person not holding a current license will be paid at the plumber's rate but may not be able to work directly on the above disciplines until such time the license is issued.

**45. APPENDIX 1 - RATES OF PAY**

Table 1 – Rates of Pay from 1<sup>st</sup> June 2013

		Option A – 36 hr.	Option B – 38 hr.
<b>Plumber</b>	P/H	\$30.67	\$30.67
<b>Drainer</b>	P/H	\$27.83	\$27.83
<b>Labourer</b>	P/H	\$26.28	\$26.28
<b>Plant Operator</b>	P/H	\$27.55	\$27.55
<b>Productivity</b>	P/H	\$3.84	\$4.92
<b>Travel Allowance</b>	P/D	\$22.55	\$22.55
<b>Superannuation</b>	P/W	SGC	SGC
<b>Redundancy</b>	P/W	\$102.50	\$102.50
<b>24hr Top Up Ins.</b>	P/W	\$14.75	\$14.75

Table 2 – Rates of Pay from 1st June 2014

		Option A – 36 hr.	Option B – 38 hr.
<b>Plumber</b>	P/H	\$31.90	\$31.90
<b>Drainer</b>	P/H	\$28.94	\$28.94
<b>Labourer</b>	P/H	\$27.33	\$27.33
<b>Plant Operator</b>	P/H	\$28.65	\$28.65
<b>Productivity</b>	P/H	\$3.94	\$5.04
<b>Travel Allowance</b>	P/D	\$23.11	\$23.11
<b>Superannuation</b>	P/W	SGC	SGC
<b>Redundancy</b>	P/W	\$105.06	\$105.06
<b>24hr Top Up Ins.</b>	P/W	\$14.75	\$14.75

Table 3 – Rates of Pay from 1st June 2015

		Option A – 36 hr.	Option B – 38 hr.
<b>Plumber</b>	P/H	\$33.18	\$33.18
<b>Drainer</b>	P/H	\$30.10	\$30.10
<b>Labourer</b>	P/H	\$28.42	\$28.42
<b>Plant Operator</b>	P/H	\$29.80	\$29.80
<b>Productivity</b>	P/H	\$4.04	\$5.17
<b>Travel Allowance</b>	P/D	\$23.69	\$23.69
<b>Superannuation</b>	P/W	SGC	SGC
<b>Redundancy</b>	P/W	\$107.69	\$107.69
<b>24hr Top Up Ins.</b>	P/W	\$14.75	\$14.75

## Appendix 2 - Leisure Days & Public Holidays Calendar

### **ACT RDO AND PUBLIC HOLIDAYS CALENDAR 2013**

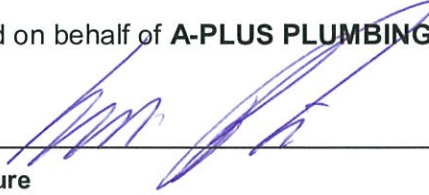
Tuesday January 1 <sup>st</sup>	Public Holiday
Saturday January 26 <sup>th</sup>	Lock down
Sunday January 27 <sup>th</sup>	Lock down
Monday January 28 <sup>th</sup>	Public Holiday/ Lock down
Tuesday January 29 <sup>th</sup>	38hr RDO Lock down
Wednesday January 30 <sup>th</sup>	36hr RDO
Monday February 18 <sup>th</sup>	38hr RDO
Friday March 8 <sup>th</sup>	36hr RDO
Saturday March 9 <sup>th</sup>	Lock down
Sunday March 10 <sup>th</sup>	Lock down
Monday March 11 <sup>th</sup>	Public Holiday/ Lock down
Tuesday March 12 <sup>th</sup>	38hr RDO Lock down
Friday March 29 <sup>th</sup>	Public Holiday/ Lock down
Saturday March 30 <sup>th</sup>	Lock down
Sunday March 31 <sup>st</sup>	Lock down
Monday April 1 <sup>st</sup>	Public Holiday/ Lock down
Tuesday April 2 <sup>nd</sup>	38hr RDO Lock down
Wednesday April 3 <sup>rd</sup>	36hr RDO
Thursday April 4 <sup>th</sup>	36hr RDO
Friday April 5 <sup>th</sup>	36hr RDO
Thursday April 25 <sup>th</sup>	Public Holiday/ Lock down
Friday April 26 <sup>th</sup>	38hr RDO Lock down
Saturday April 27 <sup>th</sup>	Lock down
Monday May 6 <sup>th</sup>	38hr RDO
Friday June 7 <sup>th</sup>	36hr RDO
Saturday June 8 <sup>th</sup>	Lockdown
Sunday June 9 <sup>th</sup>	Lockdown
Monday June 10 <sup>th</sup>	Public Holiday/ Lock down
Tuesday June 11 <sup>th</sup>	38hr RDO Lock down
Monday July 15 <sup>th</sup>	38hr RDO
Monday August 12 <sup>th</sup>	38hr RDO
Monday September 9 <sup>th</sup>	36hr RDO
Saturday September 28 <sup>th</sup>	Lockdown
Sunday September 29 <sup>th</sup>	Lockdown
Monday September 30 <sup>th</sup>	Public Holiday/ Lock down
Tuesday October 1 <sup>st</sup>	38hr RDO Lockdown
Wednesday October 2	36hr RDO
Thursday October 3 <sup>rd</sup>	36hr RDO
Friday October 4 <sup>th</sup>	38hr RDO Lockdown
Saturday October 5 <sup>th</sup>	Lockdown
Sunday October 6 <sup>th</sup>	Lockdown
Monday October 7 <sup>th</sup>	Public Holiday/ Lock down
Monday November 11 <sup>th</sup>	38hr RDO
Monday November 25 <sup>th</sup>	36hr RDO
Monday December 2 <sup>nd</sup>	36hr RDO
Monday December 9 <sup>th</sup>	38hr RDO
Wednesday December 25 <sup>th</sup>	Public Holiday
Thursday December 26 <sup>th</sup>	Public Holiday
Friday December 27 <sup>th</sup>	36hr RDO
Monday December 30 <sup>th</sup>	36hr RDO

### APPENDIX 3 - List of Tools

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

**SIGNATORY PAGE**

For and on behalf of **A-PLUS PLUMBING & BUILDING SERVICES PTY LTD**

  
\_\_\_\_\_  
**Signature** 28-5-13  
**Date**

Name: Tom Paton

Position: Director

ABN: 26112 487 886

Company address: 1/1 Pelle st Mitchell ACT

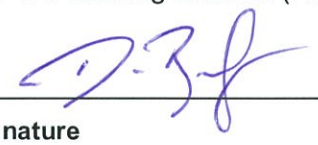
Company telephone: 02 6262 2615

Company fax: 02 6262 2635

Mobile: 0419637832

Email: tom@aplusplumbing.net.au

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

  
\_\_\_\_\_  
**Signature** 28.5.13  
**Date**

Name: Dave Broadley  
Position: NSW State Secretary  
Branch address: Shop 1, 111 McEvoy Street  
Alexandria NSW 2015  
Telephone: (02) 9310-3411  
Fax: (02) 9310-1380