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<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b> This award is the <i>Plumbing and Fire Sprinklers Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> 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.</p> <p><b>2.3</b> 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:</p>	<p><b>Part 1—Application and Operation of this Award</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This award is the <i>Plumbing and Fire Sprinklers Award 2016</i>.</p> <p><b>1.2</b> This modern award, as varied, commenced operation on 1 January 2010.</p> <p><b>1.3</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed – obsolete</i></p>

<ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul> <p><b>2.4</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(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</li> <li>(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.</li> </ul>	
<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>adult apprentice</b> is defined in clause 16.1</p>	<p><b>2. Definitions</b></p> <p>In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>adult apprentice</b> is defined in clause 13.14(a)</p>

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

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

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

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

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

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

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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

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

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

**all-purpose rate of pay** means the employee's ordinary weekly pay inclusive of relevant all-purpose allowances and calculated in accordance with Schedule B

**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.

**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

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

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

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

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

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

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

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

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

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

**hourly minimum wage** means the relevant hourly wage in clause 20—Minimum wages

**inspection and testing** means

- (a) to inspect by visual examination the components of fire protection systems or equipment to establish correct settings, physical condition or fitness for purpose under AS 1851; and
- (b) to test, after inspecting, by the confirmation of correct function or performance of a component or system under AS 1851

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

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

**inspection and testing** means

- (a) to inspect by visual examination the components of fire protection systems or equipment to establish correct settings, physical condition or fitness for purpose under AS 1851; and
- (b) to test, after inspecting, by the confirmation of correct function or performance of a component or system under AS 1851

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

- (c) 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;
- (d) 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;
- (e) 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, preventing 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
- (f) 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

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

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

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

**NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

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

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

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

**NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

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

**ordinary hourly rate** means the hourly rate for the employee's classification specified in clause 18, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes

**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:

- (a) sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;
- (b) lead, wrought, cast or sheet iron, copper, brass or other classes of pipework;
- (c) water (hot or cold), steam, gas, air, vacuum, heating or ventilating appliances, fittings, services or installations; or
- (d) house, ship, sanitary, chemical or general plumbing or drainage and irrigation

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

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

<p><b>Registered Training Organisation</b> means a training organisation registered by the Australian Skills Quality Authority (ASQA), or under state or territory legislation</p> <p><b>shiftworker</b> means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am. A shiftworker will be entitled to payment of penalty rates in accordance with clause 32.2—Shiftwork</p> <p><b>sprinkler fitter’s assistant</b> means an employee primarily engaged in assisting a sprinkler fitter</p> <p><b>standard rate</b> means the minimum wage for the Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 in clause 20.1</p> <p><b>trainee apprenticeship</b> means a training agreement under which the employer does not undertake to employ the apprentice for the whole of the term of the apprenticeship and is specifically identified as a trainee apprentice in accordance with the relevant State-based training laws and regulations</p> <p><b>transitional minimum wage instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>weekly minimum wage</b> means the relevant weekly wage in clause 20—Minimum wages</p>	<p><b>shiftworker</b> means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am. A shiftworker will be entitled to payment of penalty rates in accordance with clause 22.2—Shiftwork</p> <p><b>sprinkler fitter’s assistant</b> means an employee primarily engaged in assisting a sprinkler fitter</p> <p><b>standard rate</b> means the minimum hourly/weekly wage for the Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 in clause 18.1</p> <p><b>trainee apprenticeship</b> means a training agreement under which the employer does not undertake to employ the apprentice for the whole of the term of the apprenticeship and is specifically identified as a trainee apprentice in accordance with the relevant State-based training laws and regulations</p> <p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to clause 3—The National Employment Standards and this award</i></p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry and occupational award covers:</p> <p>(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</p> <p>(b) employers throughout Australia with respect to their employees engaged in the occupations of plumbing and/or fire</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry and occupational award covers:</p> <p>(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 A—Classification Definitions; and</p> <p>(b) employers throughout Australia with respect to their employees engaged in the occupations of plumbing and/or fire sprinkler fitting</p>



<p>sprinkler fitting classifications within Schedule B—Classification Definitions, and to those employees.</p> <p><b>4.2</b> This award does not cover:</p> <p>(a) an employer bound by a modern industry award that contains plumbing and fire sprinkler fitting classifications;</p> <p>(b) an employee excluded from award coverage by the Act; or</p> <p>(c) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</p> <p>(d) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.3</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.4</b> This award covers any employer which supplies on-hire employees in classifications set out in Schedule B—Classification Definitions and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.5</b> This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry, parts of industry and/or occupations set out at 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.6</b> Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most</p>	<p>classifications within Schedule A—Classification Definitions, and to those employees.</p> <p><b>4.2</b> For the purpose of clause 4.1:</p> <p>(a) <b>plumbing</b> 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:</p> <p>(i) sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;</p> <p>(ii) lead, wrought, cast or sheet iron, copper, brass or other classes of pipework;</p> <p>(iii) water (hot or cold), steam, gas, air, vacuum, heating or ventilating appliances, fittings, services or installations; or</p> <p>(iv) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.</p> <p>(b) <b>fire sprinkler fitting</b> means the erection, fitting, fixing, altering, inspecting, testing, maintaining, retrofitting, overhauling or repairing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems.</p> <p><b>4.3</b> This award does not cover an employer bound by a modern industry award that contains plumbing and fire sprinkler fitting classifications.</p> <p><b>4.4</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.4 operates subject to the exclusions from coverage in this award.</p> <p><b>4.5</b> This award covers any employer which supplies on-hire employees in classifications set out in Schedule A—Classification Definitions and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. Clause 4.5 operates subject to the exclusions from coverage in this award.</p>
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<p>appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p><b>4.7</b> For the purpose of clause 4.1:</p> <p>(a) <b>plumbing</b> 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:</p> <p>(i) sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;</p> <p>(ii) lead, wrought, cast or sheet iron, copper, brass or other classes of pipework;</p> <p>(iii) water (hot or cold), steam, gas, air, vacuum, heating or ventilating appliances, fittings, services or installations; or</p> <p>(iv) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.</p> <p>(b) <b>fire sprinkler fitting</b> means the erection, fitting, fixing, altering, inspecting, testing, maintaining, retrofitting, overhauling or repairing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems.</p>	<p><b>4.6</b> This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry, parts of industry and/or occupations set out at clauses 4.1 and 4.2 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.6 operates subject to the exclusions from coverage in this award.</p> <p><b>4.7</b> This award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act; or</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</p> <p>(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.8</b> 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.</p>
<p><b>5. Access to the award and the National Employment Standards</b></p> <p>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.</p> <p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p><b>3.3</b> The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>

<p><i>Clause inserted - proposed new provision</i></p>	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p><b>5.1</b> A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>																		
<p><b>7. Award flexibility</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>4. Award flexibility for individual arrangements</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>																		
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>7. Facilitative provisions for flexible working practices</b></p> <p><b>7.1</b> A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p><b>7.2</b> Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1167 708 2056 1251"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>15.3</td> <td>Early start</td> <td>The employees</td> </tr> <tr> <td>15.4</td> <td>Alternative methods of arranging ordinary hours and rostered days off</td> <td>A majority of employees</td> </tr> <tr> <td>16.2</td> <td>Variation of meal breaks</td> <td>A majority of employees</td> </tr> <tr> <td>21.3</td> <td>Working during meal break</td> <td>An individual employee</td> </tr> <tr> <td>26.2</td> <td>Public holidays— substitution</td> <td>A majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	15.3	Early start	The employees	15.4	Alternative methods of arranging ordinary hours and rostered days off	A majority of employees	16.2	Variation of meal breaks	A majority of employees	21.3	Working during meal break	An individual employee	26.2	Public holidays— substitution	A majority of employees
Clause	Provision	Agreement between an employer and:																	
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15.4	Alternative methods of arranging ordinary hours and rostered days off	A majority of employees																	
16.2	Variation of meal breaks	A majority of employees																	
21.3	Working during meal break	An individual employee																	
26.2	Public holidays— substitution	A majority of employees																	

<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>28. Consultation about major workplace change</b></p> <p><b>29. Consultation about changes to rosters or hours of work</b></p> <p><i>Provision not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>
<p><b>9. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>30. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>10. Types of employment</b></p> <p><b>10.1</b> Employees under this award will be employed in one of the following categories:</p> <p>(a) daily hire employees (plumbing and mechanical services classifications only);</p> <p>(b) weekly hire employees; or</p> <p>(c) casual employees.</p> <p><b>10.2</b> At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are engaged as daily hire, weekly hire or casual employees.</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Types of employment</b></p> <p><b>8.1</b> Employees under this award will be employed in one of the following categories:</p> <p>(a) daily hire employees (plumbing and mechanical services classifications only);</p> <p>(b) weekly hire employees;</p> <p>(c) casual employees.</p> <p><b>8.2</b> At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are engaged as daily hire, weekly hire or casual employees.</p>

<p><b>11. Daily hire employees (plumbing and mechanical services classifications only)</b></p> <p>The following provisions will apply to daily hire employees:</p> <p><b>11.1</b> One day’s notice of termination of employment will be given by either party or one day’s pay must be paid or forfeited;</p> <p><b>11.2</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;</p> <p><b>11.3</b> A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools; and</p> <p><b>11.4</b> Nothing in this clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.</p> <p><b>11.5</b> This clause will not apply to employees engaged as apprentices or in the classifications of fire sprinkler fitting.</p>	<p><b>9. Daily hire employees (plumbing and mechanical services classifications only)</b></p> <p><b>9.1</b> Only plumbing and mechanical services employees may be employed as daily hire employees. Clause 9 will not apply to employees engaged in the classifications of fire sprinkler fitting.</p> <p><b>9.2</b> Clause 9 will not apply to employees engaged as apprentices.</p> <p><b>9.3</b> The following provisions will apply to daily hire employees:</p> <p><b>(a)</b> One day’s notice of termination of employment will be given by either party or one day’s pay must be paid or forfeited;</p> <p><b>(b)</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;</p> <p><b>(c)</b> A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools; and</p> <p><b>(d)</b> Nothing in this clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.</p>
<p><b>12. Weekly hire employment</b></p> <p><b>12.1</b> Weekly hire employment is subject to the notice provisions in clause 17-Termination of employment.</p> <p><b>12.2</b> A full-time weekly hire employee works an average of 38 ordinary hours per week.</p>	<p><b>10. Weekly hire employment</b></p> <p><b>10.1</b> Weekly hire employment is subject to the notice provisions in clause 31—Termination of employment.</p> <p><b>10.2</b> A full-time weekly hire employee works an average of 38 ordinary hours per week.</p>
<p><b>13. Part-time employment</b></p> <p><b>13.1</b> A part-time employee is an employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.</p> <p><b>13.2</b> For each ordinary hour worked, a part-time employee must be paid no less than 1/38th of the minimum weekly wage for the relevant classification and pro rata entitlements for those hours. An employer must inform the part-time employee of the ordinary hours of work and the starting and finishing times.</p>	<p><b>11. Part-time employment</b></p> <p><b>11.1</b> A part-time employee is an employee who works an average of less than 38 ordinary hours per week and has reasonably predictable hours of work.</p> <p><b>11.2</b> For each ordinary hour worked, a part-time employee must be paid no less than 1/38th of the minimum weekly rate for the relevant classification and pro rata entitlements for those hours.</p> <p><b>11.3</b> Before commencing a period of part-time employment the employee and the employer will agree in writing:</p>

<p><b>13.3</b> Before commencing a period of part-time employment the employee and the employer will agree in writing:</p> <p>(a) that the employee may work part-time;</p> <p>(b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;</p> <p>(c) upon the classification applying to the work to be performed; and</p> <p>(d) upon the period of part-time employment.</p> <p><b>13.4</b> The terms of an agreement may be varied, in writing, by consent of the parties.</p> <p><b>13.5</b> A copy of the agreement and any variation to it will be provided to the employee by the employer.</p>	<p>(a) that the employee may work part-time;</p> <p>(b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;</p> <p>(c) upon the classification applying to the work to be performed; and</p> <p>(d) upon the period of part-time employment.</p> <p><b>11.4</b> The terms of an agreement may be varied, in writing, by consent of the parties.</p> <p><b>11.5</b> The employer will provide the employee with a copy of the agreement and any variation to it.</p>
<p><b>14. Casual employment</b></p> <p><b>14.1</b> 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.</p> <p><b>14.2</b> In addition to the hourly minimum wage for a weekly hire employee appropriate for the type of work, a casual employee must be paid an additional 25% of the hourly minimum wage with a minimum payment as for three hours of employment. The penalty rate prescribed in this clause will be paid instead of public holidays, paid leave, notice of termination and redundancy entitlements prescribed for other employees in this award.</p>	<p><b>12. Casual employment</b></p> <p><b>12.1</b> A casual employee is an employee engaged and paid as a casual and works less than an average of 38 ordinary hours or five days per week over any two successive weeks.</p> <p><b>12.2</b> For ordinary hours worked, a casual employee will be paid the ordinary hourly rate for a weekly hire employee appropriate for the type of work, plus a loading of 25% of the ordinary hourly rate with a minimum payment as for three hours of employment.</p> <p><b>12.3</b> The loading prescribed in clause 12.2 will be paid instead of public holidays, paid leave, notice of termination and redundancy entitlements prescribed for other employees in this award.</p>
<p><b>14.3 Casual conversion to full-time or part-time employment</b></p> <p><i>Provision not reproduced – no change</i></p>	<p><b>14.3 Casual conversion to full-time or part-time employment</b></p> <p><i>Provision not reproduced – no change</i></p>
<p><b>15. Apprenticeship</b></p> <p><b>15.1</b> Subject to the provisions of this award, an employer may employ apprentices in the trade or occupation of plumbing and fire sprinkler</p>	<p><b>13. Apprenticeship</b></p> <p><b>13.1</b> Subject to the provisions of this award, an employer may employ apprentices in the trade or occupation of plumbing and fire sprinkler fitting</p>

<p>fitting in all States and Territories. For the purpose of this clause, <b>training agreement</b> includes the contract of apprenticeship, training agreement or indenture.</p> <p><b>15.2</b> 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.</p> <p><b>15.3 Contract of apprenticeship/training agreement/indenture</b></p> <p>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.</p> <p><b>15.4 Cancellation, suspension or transfer of apprenticeship</b></p> <p>(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.</p> <p>(b) A trainee apprenticeship may be terminated by either party giving:</p> <ul style="list-style-type: none"> <li>• two weeks' notice of termination or;</li> <li>• notice of termination in accordance with the National Employment Standards;</li> </ul> <p>whichever is the greater.</p> <p>(c) An apprentice may, with the consent of the parties to the training agreement, transfer their training agreement to another employer, provided that irrespective of the number of different employers taking the apprentice for a term, the two or more terms will be regarded as one continuous term and the later or</p>	<p>in all States and Territories.</p> <p><b>13.2</b> For the purpose of clause 13, <b>training agreement</b> includes the contract of apprenticeship, training agreement or indenture.</p> <p><b>13.3 Travel expenses during block release training—sprinkler fitters</b></p> <p>(a) 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.</p> <p>(b) The employer will also arrange suitable accommodation to be available at no cost to the apprentice.</p> <p><b>13.4 Contract of apprenticeship/training agreement/indenture</b></p> <p>Subject to a training agreement, 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.</p> <p><b>13.5 Cancellation or suspension of training agreement</b></p> <p>(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.</p> <p>(b) A trainee apprenticeship may be terminated by either party giving:</p> <ul style="list-style-type: none"> <li>(i) two weeks' notice of termination; or</li> <li>(ii) notice of termination in accordance with the National Employment Standards;</li> </ul> <p>whichever is the greater.</p> <p><b>13.6 Transfer of training agreement</b></p> <p>(a) An apprentice may, with the consent of the parties to the training agreement, transfer their training agreement to another employer.</p>
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<p>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.</p>	<p>(b) Irrespective of the number of different employers taking the apprentice for a term, all terms will be regarded as:</p> <p>(i) one continuous term; and</p> <p>(ii) 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.</p>
<p><b>15.5 Period of apprenticeship</b></p> <p>All apprentices under this award will be apprenticed for a nominal period of four years of training.</p> <p><b>15.6 Hours</b></p> <p>The ordinary hours of employment of apprentices will not exceed 38 hours.</p> <p><b>15.7 Overtime and shiftwork</b></p> <p>No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at a Registered Training Organisation as required by any statute, award or regulation applicable to them.</p> <p><b>15.8 Payment by results</b></p> <p>An apprentice will not work under any system of payment by results.</p>	<p><b>13.7 Period of apprenticeship</b></p> <p>All apprentices under this award will be apprenticed for a nominal period of four years of training.</p> <p><b>13.8 Hours</b></p> <p>The ordinary hours of employment of apprentices will not exceed 38 hours.</p> <p><b>13.9 Overtime and shiftwork</b></p> <p>(a) No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they choose to do so.</p> <p>(b) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at a Registered Training Organisation as required by any statute, award or regulation applicable to them.</p> <p><b>13.10 Payment by results</b></p> <p>An apprentice will not work under any system of payment by results.</p>
<p><b>15.9 Lost time</b></p> <p>(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.</p>	<p><b>13.11 Lost time</b></p> <p>(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 term without the consent of the employer, serve one day at the end of the calendar period of any 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 additional day(s) have been served.</p>



<p>(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.</p>	<p>(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.</p>
<p><b>15.10 Attendance at a Registered Training Organisation</b></p> <p>(a) The apprentice will be released by the employer to attend a Registered Training Organisation during ordinary working hours of work for the purposes of undertaking the off the-job component of the apprenticeship training without loss of pay.</p> <p>(b) Time spent by an apprentice, other than an apprentice undertaking a school-based apprenticeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time spent worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentices employment conditions.</p>	<p><b>13.12 Attendance at a Registered Training Organisation</b></p> <p>(a) The apprentice will be released by the employer to attend a Registered Training Organisation during ordinary working hours of work for the purposes of undertaking the off the-job component of the apprenticeship training without loss of pay.</p> <p>(b) Time spent by an apprentice, other than an apprentice undertaking a school-based apprenticeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time spent worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentices employment conditions.</p>
<p><b>15.11 Training fees and textbooks</b></p> <p>(a) Any costs associated with all fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the registered training organisation commencing training, whichever is the later, unless there is unsatisfactory progress;</p> <p>(b) Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 15.11(a) above.</p>	<p><b>13.13 Training fees and textbooks</b></p> <p>(a) Any costs associated with all fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing training, whichever is the later, unless there is unsatisfactory progress;</p> <p>(b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 13.13(a) above.</p>

<p><b>16. Adult apprentices</b></p> <p><b>16.1 Definition</b></p> <p>For the purpose of this award, an <b>adult apprentice</b> means a person of 21 years of age or over at the time of entering into an indenture or apprenticeship contract to a trade within the scope of this award.</p> <p><b>16.2 Application of general conditions of apprenticeship</b></p> <p>The provisions of this award apply to adult apprentices unless specifically otherwise provided.</p> <p><b>16.3 Training credits</b></p> <p>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.</p> <p><b>16.4 Employment as an adult apprentice</b></p> <p>(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.</p> <p>(b) Adult apprentices will not be employed at the expense of other apprentices.</p>	<p><b>13.14 Adult apprentices</b></p> <p>(a) <b>Definition</b></p> <p>For the purpose of this award, <b>adult apprentice</b> means a person of 21 years of age or over at the time of entering into a training agreement or apprenticeship contract to a trade within the scope of this award.</p> <p>(b) <b>Application of general conditions of apprenticeship</b></p> <p>The provisions of this award apply to adult apprentices unless specifically otherwise provided.</p> <p>(c) <b>Training credits</b></p> <p>Subject to the provisions of this clause, the training to be completed by an adult apprentice under a training agreement 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.</p> <p>(d) <b>Employment as an adult apprentice</b></p> <p>(i) 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.</p> <p>(ii) Adult apprentices will not be employed at the expense of other apprentices.</p>
<p><b>17. Termination of employment</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Part 8—Termination of Employment and Industry Specific Redundancy Scheme</b></p> <p><b>31. Termination of employment</b></p> <p><b>32. Job search entitlement</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>18. Redundancy</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>33. Industry specific redundancy scheme</b></p> <p><b>34. Employee leaving during redundancy notice period</b></p> <p><i>Provision not reproduced - no change</i></p>

<p><b>Part 4—Minimum Wages and Related Matters</b></p> <p><b>19. Classifications</b></p> <p>The definitions of the classification levels in clause 20—Minimum wages are contained in Schedule B—Classification Definitions.</p>	<p><b>14. Classifications</b></p> <p>The definitions of the classification levels in clause 18—Minimum wages are contained in Schedule A—Classification Definitions.</p>																																										
<p><b>20. Minimum wages</b></p> <p><b>20.1 General</b></p> <p>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.</p> <table border="1"> <thead> <tr> <th>Classification</th> <th>Weekly minimum wage</th> <th>Hourly minimum wage</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)</td> <td>690.50</td> <td>18.17</td> </tr> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three months in the industry)</td> <td>704.80</td> <td>18.55</td> </tr> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)</td> <td>714.60</td> <td>18.81</td> </tr> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))</td> <td>725.90</td> <td>19.10</td> </tr> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 2</td> <td>764.90</td> <td>20.13</td> </tr> </tbody> </table>	Classification	Weekly minimum wage	Hourly minimum wage		\$	\$	Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)	690.50	18.17	Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three months in the industry)	704.80	18.55	Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	714.60	18.81	Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	725.90	19.10	Plumbing and mechanical services worker/Sprinkler fitting worker Level 2	764.90	20.13	<p><b>Part 4—Wages and Allowances</b></p> <p><b>18. Minimum wages</b></p> <p><b>18.1 General</b></p> <p>An employee within a level specified in the following table must be paid not less than the rate assigned to the classification, as defined in Schedule A—Classification Definitions, for the area in which such employee is working.</p> <table border="1"> <thead> <tr> <th>Employee classification</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)</td> <td>690.50</td> <td>18.17</td> </tr> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three months in the industry)</td> <td>704.80</td> <td>18.55</td> </tr> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)</td> <td>714.60</td> <td>18.81</td> </tr> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))</td> <td>725.90</td> <td>19.10</td> </tr> <tr> <td>Plumbing and mechanical services worker/Sprinkler fitting worker Level 2</td> <td>764.90</td> <td>20.13</td> </tr> </tbody> </table>	Employee classification	Minimum weekly rate	Minimum hourly rate		\$	\$	Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)	690.50	18.17	Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three months in the industry)	704.80	18.55	Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	714.60	18.81	Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	725.90	19.10	Plumbing and mechanical services worker/Sprinkler fitting worker Level 2	764.90	20.13
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<p>Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1</p> <p>764.90 20.13</p> <p>Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2</p> <p>788.80 20.76</p> <p>Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 1</p> <p>812.80 21.39</p> <p>Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 2</p> <p>834.60 21.96</p> <p>Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 1</p> <p>858.60 22.59</p> <p>Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 2</p> <p>876.90 23.08</p>	<p>Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1</p> <p>764.90 20.13</p> <p>Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2</p> <p>788.80 20.76</p> <p>Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 1</p> <p>812.80 21.39</p> <p>Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 2</p> <p>834.60 21.96</p> <p>Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 1</p> <p>858.60 22.59</p> <p>Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 2</p> <p>876.90 23.08</p>
<p><b>20.2 Apprentice wages</b></p> <p>(a) Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this award (including clause 21.8—Fares and travelling time, except clause 21.1(e)—Special fixed allowance, at the full rate unless otherwise prescribed by this clause or clause 21—Allowances.</p>	<p><b>18.2 Apprentice wages</b></p> <p>(a) Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this award (including clause 20.9—Expense-related allowances—fares and travelling time), except clause 20.3(d)—Special fixed allowances, at the full rate unless otherwise prescribed by this clause or clause 20—Allowances.</p>
<p>(b) For apprentices (not including adult apprentices) engaged prior to 1 January 2014, the minimum weekly wage to be paid to apprentices will be the following percentages of the aggregate of:</p> <p>(i) The weekly minimum wage for the plumbing and mechanical services tradespersons/Sprinkler fitter tradesperson Level 1 classification (clause 20.1); and</p> <p>(ii) for plumbing apprentices: the plumbing trade</p>	<p>(b) <b>Apprentices engaged before 1 January 2014</b></p> <p>For apprentices (not including adult apprentices) engaged before 1 January 2014, the minimum weekly wage to be paid to apprentices will be the following percentages of the aggregate of:</p> <p>(i) the weekly minimum wage for the plumbing and mechanical services tradespersons/Sprinkler fitter tradesperson Level 1 classification (clause 18.1); and</p>

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

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

<b>Apprentice</b>	<b>Plumbing apprentices % per week</b>	<b>Sprinkler pipe-fitting apprentices % per week</b>
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

(ii) for plumbing apprentices: the plumbing trade allowances (clause 20.3(b)) and the tool allowance (clause 20.8(a)); or

(iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 20.3(f)), the sprinkler fitters adjustment (clause 20.3(g)) and the applicable tool allowance (clause 20.8(a)):

<b>Apprentice</b>	<b>Plumbing apprentices %</b>	<b>Sprinkler pipe-fitting apprentices %</b>
First year	37.5	50
Second year	55	55
Third year	70	75
Fourth year	90	90

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

<b>Apprentice</b>	<b>% per week</b>
For the first year	41.5
For the second year	61
For the third year	77
For the fourth year	95.5

(iv) A trainee apprentice will be paid the percentages of the weekly minimum wage for the plumbing and mechanical services tradesperson classification in clause 18.1 as set out in the following table:

<b>Apprentice</b>	<b>%</b>
First year	41.5
Second year	61
Third year	77
Fourth year	95.5

<p>(v) in addition to the weekly minimum wage arising out of clause 20.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 21.1(c)(i)), the full amount of the tool allowance (clause 21.2(a)), the industry allowance in clause 21.1(a), and if applicable, the fares allowance in clause 21.8(b) and/or the standard travelling time allowance in clause 21.8(c).</p>	<p>(v) In addition to the weekly minimum wage arising out of clause 18.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 20.3(b)(i)), the full amount of the tool allowance (clause 20.8(a)), the industry allowance in clause 20.2(a), and if applicable, the fares allowance in clause 20.9(b) and/or the standard travelling time allowance in clause 20.9(c).</p>														
<p>(c) For apprentices (not including adult apprentices) engaged on or after 1 January 2014, effective from the first full pay period commencing 1 January 2015, the minimum weekly wage to be paid to apprentices will be the following percentages of the aggregate of:</p> <ul style="list-style-type: none"> <li>(i) the weekly minimum wage for the plumbing and mechanical services tradespersons/Sprinkler fitter tradesperson Level 1 classification (clause 20.1); and</li> <li>(ii) for plumbing apprentices: the plumbing trade allowances (clause 21.1(c)) and the tool allowance (clause 21.2(a)); or</li> <li>(iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 21.1(g)), the sprinkler fitters adjustment (clause 21.1(h)) and the applicable tool allowance (clause 21.2(a)):</li> </ul> <table border="1" data-bbox="107 1050 1010 1417"> <thead> <tr> <th rowspan="2">Apprentice</th> <th colspan="2">Plumbing apprentices% per week</th> <th colspan="2">Sprinkler pipe-fitting apprentices % per week</th> </tr> <tr> <th>Apprentices who have not completed year 12</th> <th>Apprentices who have completed year 12</th> <th>Apprentices who have not completed year 12</th> <th>Apprentices who have completed year 12</th> </tr> </thead> <tbody> <tr> <td>For the first year</td> <td>47.5</td> <td>47.5</td> <td>50</td> <td>55</td> </tr> </tbody> </table>	Apprentice	Plumbing apprentices% per week		Sprinkler pipe-fitting apprentices % per week		Apprentices who have not completed year 12	Apprentices who have completed year 12	Apprentices who have not completed year 12	Apprentices who have completed year 12	For the first year	47.5	47.5	50	55	<p><i>Clause deleted – obsolete</i></p>
Apprentice		Plumbing apprentices% per week		Sprinkler pipe-fitting apprentices % per week											
	Apprentices who have not completed year 12	Apprentices who have completed year 12	Apprentices who have not completed year 12	Apprentices who have completed year 12											
For the first year	47.5	47.5	50	55											

For the second year	60	65	60	65															
For the third year	70	70	75	75															
For the fourth year	90	90	90	90															
<p>(iv) a trainee apprentice will be paid the percentages of the weekly minimum wage for the plumbing and mechanical services tradesperson classification in clause 20.1 as set out in the following table:</p> <table border="1"> <thead> <tr> <th>Apprentice</th> <th>Apprentices who have not completed year 12 % per week</th> <th>Apprentices who have completed year 12 % per week</th> </tr> </thead> <tbody> <tr> <td>For the first year</td> <td>51.5</td> <td>51.5</td> </tr> <tr> <td>For the second year</td> <td>65</td> <td>69</td> </tr> <tr> <td>For the third year</td> <td>77</td> <td>77</td> </tr> <tr> <td>For the fourth year</td> <td>95.5</td> <td>95.5</td> </tr> </tbody> </table>					Apprentice	Apprentices who have not completed year 12 % per week	Apprentices who have completed year 12 % per week	For the first year	51.5	51.5	For the second year	65	69	For the third year	77	77	For the fourth year	95.5	95.5
Apprentice	Apprentices who have not completed year 12 % per week	Apprentices who have completed year 12 % per week																	
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<p>(d) For apprentices (not including adult apprentices) engaged on or after 1 January 2014, effective from the first full pay period commencing 1 January 2016, the minimum weekly wage to be paid to apprentices will be the following percentages of the</p>			<p>(c) <b>Apprentices engaged on or after 1 January 2014</b> For apprentices (not including adult apprentices) engaged on or after 1 January 2014, the minimum weekly wage to be paid to apprentices</p>																

aggregate of:

- (i) The weekly minimum wage for the plumbing and mechanical services tradespersons/Sprinkler fitter tradesperson Level 1 classification (clause 20.1); and
- (ii) for plumbing apprentices: the plumbing trade allowances (clause 21.1(c)) and the tool allowance (clause 21.2(a)); or
- (iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 21.1(g)), the sprinkler fitters adjustment (clause 21.1(h)) and the applicable tool allowance (clause 21.2(a));

Apprentice	Plumbing apprentices		Sprinkler pipe-fitting apprentices	
	% per week		% per week	
	Apprentices who have not completed year 12	Apprentices who have completed year 12	Apprentices who have not completed year 12	Apprentices who have completed year 12
For the first year	50	55	50	55
For the second year	60	65	60	65
For the third year	70	70	75	75
For the fourth year	90	90	90	90

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

will be the following percentages of the aggregate of:

- (i) the weekly minimum wage for the plumbing and mechanical services tradespersons/Sprinkler fitter tradesperson Level 1 classification (clause 18.1); and
- (ii) for plumbing apprentices: the plumbing trade allowances (clause 20.3(b)) and the tool allowance (clause 20.8(a)); or
- (iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 20.3(f)), the sprinkler fitters adjustment (clause 20.3(g)) and the applicable tool allowance (clause 20.8(a));

Apprentice	Plumbing apprentices		Sprinkler pipe-fitting apprentices	
	%		%	
	Have not completed year 12	Have completed year 12	Have not completed year 12	Have completed year 12
First year	50	55	50	55
Second year	60	65	60	65
Third year	70	70	75	75
Fourth year	90	90	90	90

- (iv) A trainee apprentice will be paid the percentages of the weekly minimum wage for the plumbing and mechanical services tradesperson classification in clause 18.1 as set out in the following table:



		Apprentice	Apprentices who have not completed year 12 %	Apprentices who have completed year 12 %
<p>(v) in addition to the weekly minimum wage arising out of clause 20.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 21.1(c)(i)), the full amount of the tool allowance (clause 21.2(a)), the industry allowance in clause 21.1(a), and if applicable, the fares allowance in clause 21.8(b) and/or the standard travelling time allowance in clause 21.8(c).</p>		<p>For the first year</p>	54	59
		<p>For the second year</p>	65	69
		<p>For the third year</p>	77	77
		<p>For the fourth year</p>	95.5	95.5
<p><b>20.3 Wages—adult apprentices</b></p> <p><b>(a) Sprinkler Fitter</b></p> <p>(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.</p> <p>(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</p>	<p>(v) In addition to the weekly minimum wage arising out of clause 18.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 20.3(b)(i)), the full amount of the tool allowance (clause 20.8(a)), the industry allowance in clause 20.2(a), and if applicable, the fares allowance in clause 20.9(b) and/or the standard travelling time allowance in clause 20.9(d).</p>	<p>First year</p>	54	59
		<p>Second year</p>	65	69
		<p>Third year</p>	77	77
		<p>Fourth year</p>	95.5	95.5

<p>clause 15.1.</p> <p><b>(iii)</b> 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:</p> <ul style="list-style-type: none"> <li>• the federal minimum wage plus the full rate of industry disability allowance as prescribed; or</li> <li>• the amount prescribed for apprentices generally in clause 20.2;</li> </ul> <p>whichever is the greater.</p> <p><b>(b) Plumbing and Mechanical</b></p> <p><b>(i)</b> 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.</p> <p><b>(ii)</b> 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.</p> <p><b>(iii)</b> 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:</p> <ul style="list-style-type: none"> <li>• the federal minimum wage plus the full rate of clause 21.1(b)—Industry allowance; or</li> <li>• the amount prescribed for apprentices generally in clause 20.2;</li> </ul> <p>whichever is the greater.</p>	<p><b>(iii)</b> Subject to clauses 18.3(a)(i) and 18.3(a)(ii), the rate of pay of an adult apprentice will be not less than:</p> <ul style="list-style-type: none"> <li>• the federal minimum wage plus the full rate of industry disability allowance as prescribed; or</li> <li>• the amount prescribed for apprentices generally in clause 18.2;</li> </ul> <p>whichever is the greater.</p> <p><b>(b) Plumbing and Mechanical</b></p> <p><b>(i)</b> 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 as a result of entering into a training agreement.</p> <p><b>(ii)</b> 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 13.2.</p> <p><b>(iii)</b> Subject to clauses 18.3(b)(i) and 18.3(b)(ii) the rate of pay of an adult apprentice will be not less than:</p> <ul style="list-style-type: none"> <li>• the federal minimum wage plus the full rate of clause 20.3(a)—Industry allowance; or</li> <li>• the amount prescribed for apprentices generally in clause 18.2;</li> </ul> <p>whichever is the greater.</p>
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<p><b>20.4 Higher duties</b></p> <p>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.</p>	<p><b>18.9 Higher duties</b></p> <p>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 appointed for less than half of one day or shift they must be paid the higher rate for the time at the higher level.</p>
<p><b>21. Allowances</b></p> <p><i>Clause inserted - proposed new provision</i></p>	<p><b>20. Allowances</b></p> <p><b>20.1</b> Employers must pay to an employee such allowances as the employee is entitled to under this clause. See Schedule F for a summary of monetary allowances and method of adjustment.</p>
<p><b>21.1 All-purpose allowances</b></p> <p>(a) All-purpose allowances are:</p> <ul style="list-style-type: none"> <li>(i) payable for all purposes of the award;</li> <li>(ii) are part of the employee's regular weekly wage; and</li> <li>(iii) must be included as appropriate when calculating all payments including, but not limited to: <ul style="list-style-type: none"> <li>• payments for overtime;</li> <li>• annual leave and annual leave loading;</li> <li>• personal leave;</li> <li>• compassionate leave;</li> <li>• community service leave;</li> <li>• penalty rates; and</li> <li>• payments on termination.</li> </ul> </li> </ul>	<p><b>20.2 All-purpose allowances</b></p> <p>(a) All-purpose allowances are:</p> <ul style="list-style-type: none"> <li>(i) payable for all purposes of the award;</li> <li>(ii) are part of the employee's regular weekly wage; and</li> <li>(iii) must be included as appropriate when calculating all payments including, but not limited to: <ul style="list-style-type: none"> <li>• payments for overtime;</li> <li>• annual leave and annual leave loading;</li> <li>• personal leave;</li> <li>• compassionate leave;</li> <li>• community service leave;</li> <li>• penalty rates; and</li> <li>• payments on termination.</li> </ul> </li> </ul> <p>(b) The following allowances are paid for all purposes under this award:</p> <ul style="list-style-type: none"> <li>(i) Industry allowance (clause 20.3(a));</li> <li>(ii) Plumbing trade allowance (clause 20.3(b));</li> </ul>

	<ul style="list-style-type: none"> <li>(iii) Registration allowance (clause 20.3(c));</li> <li>(iv) Special fixed allowance (clause 20.3(d));</li> <li>(v) Fire sprinkler fitting trade allowance (clause 20.3(e));</li> <li>(vi) Industry disability allowance and space, height and dirt money allowance—fire sprinkler fitter employees (clause 20.3(f));</li> <li>(vii) Sprinkler fitters adjustment (clause 20.3(g));</li> <li>(viii) Lost time loading—daily hire employees (clause 20.3(i)); and</li> <li>(ix) Leading hand allowance (clause 20.3(h)(i)).</li> </ul>
<p><b>(b) Industry allowance</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>(i) climatic conditions when working in the open air on all types of work;</li> <li>(ii) the physical disadvantage of having to climb stairs or ladders;</li> <li>(iii) the disability of dust blowing in the wind, brick dust and drippings from newly-poured concrete;</li> <li>(iv) sloppy and muddy conditions associated with the initial stage of the erection of a building;</li> <li>(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</li> <li>(vi) the lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).</li> </ul>	<p><b>20.3 Wage-related allowances—all-purpose allowances</b></p> <p><b>(a) Industry allowance</b></p> <p>All employees in the plumbing and mechanical services classifications must be paid an industry allowance of <b>\$28.30</b> per week to compensate for the following disabilities associated with construction work:</p> <ul style="list-style-type: none"> <li>(i) climatic conditions when working in the open air on all types of work;</li> <li>(ii) the physical disadvantage of having to climb stairs or ladders;</li> <li>(iii) the disability of dust blowing in the wind, brick dust and drippings from newly-poured concrete;</li> <li>(iv) sloppy and muddy conditions associated with the initial stage of the erection of a building;</li> <li>(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</li> <li>(vi) the lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).</li> </ul>

**(c) Plumbing trade allowance**

- (i) The plumbing trade allowance is a rounded-up allowance based on compensation for a number of the individual allowances covering particular types of work listed below.
- (ii) An employee in a classification at or exceeding plumbing and mechanical services tradesperson Level 1 and plumbing and mechanical services worker Level 2 must be paid the plumbing trade allowance of 3.0% of the weekly standard rate per week.
- (iii) The plumbing trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described below.
- (iv) For the purposes of this clause, the plumbing trade allowance has been structured to substitute for the following types of work:
- handling insulation material;
  - use of explosive powered tools;
  - using toxic substances;
  - working in close proximity to employees engaged in using toxic substances;
  - working where fumes are present;
  - asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials;
  - work in any confined space;
  - swing scaffold work;
  - wet work;
  - dirty or offensive work;

**(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 services worker Level 2 must be paid the plumbing trade allowance of **\$22.95** per week.
- (iii) The plumbing trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described below.
- (iv) For the purposes of this clause, the plumbing trade allowance has been structured to substitute for the following types of work:
- handling insulation material;
  - use of explosive powered tools;
  - using toxic substances;
  - working in close proximity to employees engaged in using toxic substances;
  - working where fumes are present;
  - asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials;
  - work in any confined space;
  - swing scaffold work;
  - wet work;
  - dirty or offensive work;
  - ladder work;
  - chokage work.

<ul style="list-style-type: none"> <li>• ladder work;</li> <li>• chokage work.</li> </ul> <p>(v) The definitions of allowances are set out under clause 21.7 (allowance definitions).</p>	<p>(v) The definitions of allowances are set out under clause 20.6.</p>
<p><b>(d) Registration allowance</b></p> <p>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.</p> <p><b>(e) Special fixed allowance</b></p> <p>All employees, other than apprentices, in the plumbing and mechanical services classifications must be paid a special allowance of \$7.70 per week to compensate for excess travelling time incurred by employees in the building industry and the removal of loadings from various building industry awards. This allowance will not be adjusted.</p>	<p><b>(c) Registration allowance</b></p> <p>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 <b>\$30.60</b> per week to compensate for the responsibilities imposed by holding and maintaining registration.</p> <p><b>(d) Special fixed allowance</b></p> <p><b>(i)</b> All employees, other than apprentices, in the plumbing and mechanical services classifications must be paid a special allowance of <b>\$7.70</b> 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.</p> <p><b>(ii)</b> This allowance will not be adjusted.</p>
<p><b>(f) Fire sprinkler fitting trade allowance</b></p> <p><b>(i)</b> The sprinkler fitting trade allowance is a rounded-up allowance based on compensation for a number of the individual allowances covering particular types of work listed in clause 21.1(c).</p> <p><b>(ii)</b> 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.</p> <p><b>(iii)</b> The sprinkler fitting trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described in clause 21.1(c).</p> <p><b>(iv)</b> Classifications below Sprinkler fitting tradesperson</p>	<p><b>(e) Fire sprinkler fitting trade allowance</b></p> <p><b>(i)</b> The fire 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 20.3(b).</p> <p><b>(ii)</b> An employee in a classification at or exceeding Sprinkler fitting tradesperson Level 1 must be paid the sprinkler fitter trade allowance of <b>\$5.74</b> per week.</p> <p><b>(iii)</b> 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 20.3(b).</p> <p><b>(iv)</b> Classifications below Sprinkler fitting tradesperson Level 1 must be paid the plumbing trade allowance on an incidence</p>

<p>Level 1 must be paid the plumbing trade allowance on an incidence basis, calculated hourly, under clause 21.1(c).</p> <p>(v) For the purposes of this paragraph, the sprinkler fitting trade allowance has been structured to substitute for the following types of work:</p> <ul style="list-style-type: none"> <li>• 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);</li> <li>• Use of explosive powered tools—7.6% of the standard hourly rate;</li> <li>• Using toxic substances—4% of the standard hourly rate;</li> <li>• Working in close proximity to employees engaged in using toxic substances—3.2% of the standard hourly rate;</li> <li>• Working where fumes are present—rate as agreed;</li> <li>• 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.</li> </ul>	<p>basis, calculated hourly, under clause 20.3(b).</p> <p>(v) For the purposes of this paragraph, the sprinkler fitting trade allowance has been structured to substitute for the following types of work:</p> <ul style="list-style-type: none"> <li>• Handling insulation material—<b>\$0.81</b> per hour (Note: standard rate is defined in the definitions clause of this award as the tradesperson Level 1 rate of pay);</li> <li>• Use of explosive powered tools—<b>\$1.53</b> per hour;</li> <li>• Using toxic substances—<b>\$0.81</b> per hour;</li> <li>• Working in close proximity to employees engaged in using toxic substances—<b>\$0.64</b>;</li> <li>• Working where fumes are present—rate as agreed;</li> <li>• Asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials—<b>\$2.17</b> per hour.</li> </ul>												
<p>(g) <b>Industry disability allowance and space, height and dirt money allowance—Fire sprinkler fitter employees</b></p> <p>Adult fire sprinkler fitter employees will receive the following additional weekly allowances for all purposes:</p> <table border="1" data-bbox="280 1197 1008 1377"> <thead> <tr> <th>Allowances</th> <th>% of weekly standard rate per week</th> </tr> </thead> <tbody> <tr> <td>Industry disability allowance</td> <td>3.8</td> </tr> <tr> <td>Space, height and dirt money</td> <td>3.5</td> </tr> </tbody> </table>	Allowances	% of weekly standard rate per week	Industry disability allowance	3.8	Space, height and dirt money	3.5	<p>(f) <b>Industry disability allowance and space, height and dirt money allowance—fire sprinkler fitter employees</b></p> <p>Adult fire sprinkler fitter employees will receive the following additional weekly allowances for all purposes:</p> <table border="1" data-bbox="1232 1197 2049 1348"> <thead> <tr> <th>Allowances</th> <th>\$ per week</th> </tr> </thead> <tbody> <tr> <td>Industry disability allowance</td> <td>29.07</td> </tr> <tr> <td>Space, height and dirt money</td> <td>26.77</td> </tr> </tbody> </table>	Allowances	\$ per week	Industry disability allowance	29.07	Space, height and dirt money	26.77
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<p><b>(h) Sprinkler fitters adjustment</b></p> <p>All employees will receive an additional weekly amount for all purposes:</p> <table border="1"> <thead> <tr> <th>Allowances</th> <th>% of weekly standard rate per week</th> </tr> </thead> <tbody> <tr> <td>Sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above</td> <td>3.3</td> </tr> <tr> <td>Sprinkler fitting worker Level 1</td> <td>2.8</td> </tr> </tbody> </table>	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	<p><b>(g) Sprinkler fitters adjustment</b></p> <p>All employees will receive an additional weekly amount for all purposes:</p> <table border="1"> <thead> <tr> <th>Allowances</th> <th>\$ per week</th> </tr> </thead> <tbody> <tr> <td>Sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above</td> <td>25.24</td> </tr> <tr> <td>Sprinkler fitting worker Level 1</td> <td>21.42</td> </tr> </tbody> </table>	Allowances	\$ per week	Sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above	25.24	Sprinkler fitting worker Level 1	21.42
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<p><b>(i) Registration allowances</b></p> <p><b>(i)</b> A sprinkler fitter who is employed in New South Wales or the Australian Capital Territory and who is registered under the relevant State or Territory legislation must be paid an allowance of \$23.11 per week to compensate for the responsibility imposed by holding and maintaining such certificate of registration.</p> <p><b>(ii)</b> The allowance must be paid for all purposes, except travelling time.</p> <p><b>(iii)</b> This allowance will cease to apply on 31 December 2014.</p>	<p><i>Clause deleted – obsolete</i></p>												
<p><b>(j) Lost time loading—Daily hire employees</b></p> <p>The daily hire lost time loading allowance (also called the follow-the-job allowance) is derived as compensation for a notional loss of wages for a period of eight working days of unemployment in a yearly cycle. This allowance applies only to those employees engaged under the daily hire type of employment in the plumbing and mechanical services classification. The rate of the allowance is 3.17% as follows:</p> <p><b>(i)</b> for an employee in a tradesperson classification who is registered under the relevant Commonwealth, State or</p>	<p><b>(i) Lost time loading—Daily hire employees</b></p> <p>The daily hire lost time loading allowance (also called the follow-the-job allowance) is derived as compensation for a notional loss of wages for a period of eight working days of unemployment in a yearly cycle. This allowance applies only to those employees engaged under the daily hire type of employment in the plumbing and mechanical services classification. The rate of the allowance is <b>3.17%</b> as follows:</p> <p><b>(i)</b> for an employee in a tradesperson classification who is registered under the relevant Commonwealth, State or</p>												



<p>Territory legislation, the rate of allowance is the percentage of the sum of:</p> <ul style="list-style-type: none"> <li>• the weekly minimum wage (clause 20—Minimum wages);</li> <li>• the industry allowance (clause 21.1(b));</li> <li>• the plumbing trade allowance (clause 21.1(c));</li> <li>• the registration allowance (clause 21.1(d)); and</li> <li>• the tool allowance (clause 21.2(a)).</li> </ul> <p><b>(ii)</b> for an employee in a tradesperson classification who is not registered under the relevant Commonwealth, State or Territory legislation, the rate of the allowance is the percentage of the sum of:</p> <ul style="list-style-type: none"> <li>• the weekly minimum wage (clause 20—Minimum wages);</li> <li>• the industry allowance (clause 21.1(b));</li> <li>• the plumbing trade allowance (clause 21.1(c)); and</li> <li>• the tool allowance (clause 21.2(a)).</li> </ul> <p>Note: classifications below tradesperson are not included in clause 21.1(j)(ii).</p> <p><b>(iii)</b> for an employee classified as a worker Level 2, or a tradesperson Level 1, and performs work as an irrigation installer and who does not otherwise fall within clauses 21.1(j)(i) or 21.1(j)(ii), the rate of the allowance is the percentage of the sum of:</p> <ul style="list-style-type: none"> <li>• the weekly minimum wage (clause 20—Minimum wages);</li> <li>• the industry allowance (clause 21.1(b)); and</li> <li>• the plumbing trade allowance (clause 21.1(c)).</li> </ul>	<p>Territory legislation, the rate of allowance is the percentage of the sum of:</p> <ul style="list-style-type: none"> <li>• the weekly minimum wage (clause 18.1—Minimum wages);</li> <li>• the industry allowance (clause 20.2(b));</li> <li>• the plumbing trade allowance (clause 20.3(b));</li> <li>• the registration allowance (clause 20.3(c)); and</li> <li>• the tool allowance (clause 20.8(a)).</li> </ul> <p><b>(ii)</b> for an employee in a tradesperson classification who is not registered under the relevant Commonwealth, State or Territory legislation, the rate of the allowance is the percentage of the sum of:</p> <ul style="list-style-type: none"> <li>• the weekly minimum wage (clause 18.1—Minimum wages);</li> <li>• the industry allowance (clause 20.2(b));</li> <li>• the plumbing trade allowance (clause 20.3(b)); and</li> <li>• the tool allowance (clause 20.8(a)).</li> </ul> <p>Note: classifications below tradesperson are not included in clause 20.3(i)(ii).</p> <p><b>(iii)</b> for an employee classified as a worker Level 2, or a tradesperson Level 1, and who performs work as an irrigation installer and does not otherwise fall within clauses 20.3(i)(i) or 20.3(i)(ii), the rate of the allowance is the percentage of the sum of:</p> <ul style="list-style-type: none"> <li>• the weekly minimum wage (clause 18.1—Minimum wages);</li> <li>• the industry allowance (clause 20.2(b)); and</li> <li>• the plumbing trade allowance (clause 20.3(b)).</li> </ul> <p><b>(iv)</b> for an employee classified as a worker Level 1 the rate of allowance is the percentage of the sum of:</p>
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<p>(iv) for an employee classified as a worker Level 1 the rate of allowance is the percentage of the sum of:</p> <ul style="list-style-type: none"> <li>• the weekly minimum wage (clause 20—Minimum wages); and</li> <li>• the industry allowance (clause 21.1(b)).</li> </ul>	<ul style="list-style-type: none"> <li>• the weekly minimum wage (clause 18.1—Minimum wages); and</li> <li>• the industry allowance (clause 20.2(b)).</li> </ul>																				
<p><b>(k) Leading hand allowance</b></p> <p>(i) An employee specifically appointed to be a leading hand must be paid the undermentioned additional amounts above the weekly minimum wage of the highest classification supervised, or their own weekly minimum wage, whichever is the highest, in accordance with the number of employees in their charge.</p> <table border="1" data-bbox="358 651 974 989"> <thead> <tr> <th>In Charge of</th> <th>% of weekly standard rate</th> </tr> </thead> <tbody> <tr> <td>not more than one employee</td> <td>2.4</td> </tr> <tr> <td>two and not more than 5 employees</td> <td>5.3</td> </tr> <tr> <td>six and not more than 10 employees</td> <td>6.8</td> </tr> <tr> <td>over 10 employees</td> <td>9.0</td> </tr> </tbody> </table> <p>(ii) The hourly rate prescribed in this clause is calculated to the nearest cent, by multiplying the relevant weekly minimum wage rate for a weekly hire employee by 52 over 50.4 and dividing by 38 and will apply for all purposes of this award.</p>	In Charge of	% of weekly standard rate	not more than one employee	2.4	two and not more than 5 employees	5.3	six and not more than 10 employees	6.8	over 10 employees	9.0	<p><b>(h) Leading hand allowance</b></p> <p>(i) An employee specifically appointed to be a leading hand must be paid the following additional amounts above the weekly minimum wage of the highest classification supervised, or their own weekly minimum wage, whichever is the highest, in accordance with the number of employees in their charge.</p> <table border="1" data-bbox="1326 603 2054 858"> <thead> <tr> <th>In charge of</th> <th>\$ per week</th> </tr> </thead> <tbody> <tr> <td>Not more than 1 employee</td> <td>18.36</td> </tr> <tr> <td>2–5 employees</td> <td>40.54</td> </tr> <tr> <td>6–10 employees</td> <td>52.01</td> </tr> <tr> <td>Over 10 employees</td> <td>68.84</td> </tr> </tbody> </table> <p>(ii) The hourly rate prescribed in this clause is calculated to the nearest cent, by multiplying the relevant weekly minimum wage rate for a weekly hire employee by 52 over 50.4 and dividing by 38 and will apply for all purposes of this award.</p>	In charge of	\$ per week	Not more than 1 employee	18.36	2–5 employees	40.54	6–10 employees	52.01	Over 10 employees	68.84
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<p><b>21.2 Expenses incurred in the course of employment</b></p> <p><b>(a) Tool allowance</b></p> <p>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</p>	<p><b>20.8 Expense-related allowances—expenses incurred in the course of employment</b></p> <p><b>(a) Tool allowance</b></p> <p>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</p>																				

<p>and maintenance in efficient working order of tools required for the performance of work.</p> <p><b>(b) Meals</b></p> <p>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 \$12.47 to meet the cost of a meal, plus an additional \$12.47 for each subsequent four hours worked. The employer may provide a meal or meals instead of paying any such allowance.</p>	<p>of <b>\$22.50</b> to compensate for the purchase and maintenance in efficient working order of tools required for the performance of work.</p> <p><b>(b) Meals</b></p> <p>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 <b>\$12.47</b> to meet the cost of a meal, plus an additional <b>\$12.47</b> for each subsequent four hours worked. The employer may provide a meal or meals instead of paying any such allowance.</p>
<p><b>21.3 Work uniforms, protective clothing and equipment</b></p> <p><b>(a)</b> Where employers require employees to wear uniforms the employers must provide the uniform. Any replacement uniform will be provided as necessary by the employer.</p> <p><b>(b)</b> Employee to return uniform upon termination of employment.</p> <p><b>(c)</b> 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.</p>	<p><b>(c) Work uniforms, protective clothing and equipment</b></p> <p><b>(i)</b> Where employers require employees to wear uniforms the employers must provide the uniform. Any replacement uniform will be provided as necessary by the employer.</p> <p><b>(ii)</b> Employee to return uniform upon termination of employment.</p> <p><b>(iii)</b> 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.</p>
<p><b>21.4 Compensation for tools and clothes</b></p> <p><b>(a)</b> 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.</p> <p><b>(b)</b> An employee will be reimbursed by their employer to a maximum of \$1,308.10:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• if the tools are lost or stolen while being transported by the</li> </ul>	<p><b>(d) Compensation for tools and clothes</b></p> <p><b>(i)</b> 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.</p> <p><b>(ii)</b> An employee will be reimbursed by their employer to a maximum of <b>\$1,308.10</b>:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• if the tools are lost or stolen while being transported by the</li> </ul>

<p>employee at the employer’s direction;</p> <ul style="list-style-type: none"> <li>• if the tools are accidentally lost over water; or</li> <li>• if tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness.</li> </ul> <p>An employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.</p> <p>(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.</p> <p>(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.</p> <p>(e) For the purposes of this clause:</p> <ul style="list-style-type: none"> <li>(i) only tools used by the employee in the course of their employment will be covered by this clause;</li> <li>(ii) the employee will, if requested to do so, furnish the employer with a list of tools so used;</li> <li>(iii) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and</li> <li>(iv) the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.</li> </ul>	<p>employee at the employer’s direction;</p> <ul style="list-style-type: none"> <li>• if the tools are accidentally lost over water; or</li> <li>• if tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness.</li> </ul> <p>(iii) An employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.</p> <p>(iv) 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 20.8(d)(ii) applies.</p> <p>(v) 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.</p> <p>(vi) For the purposes of this clause:</p> <ul style="list-style-type: none"> <li>• only tools used by the employee in the course of their employment will be covered by this clause;</li> <li>• the employee will, if requested to do so, furnish the employer with a list of tools so used;</li> <li>• reimbursement will be at the current replacement value of new tools of the same or comparable quality; and</li> <li>• the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.</li> </ul>
<p><b>21.5 Allowances for responsibilities or skills that are not taken into account in rates of pay</b></p> <p>(a) <b>Employees accepting responsibility to statutory authorities</b></p> <ul style="list-style-type: none"> <li>(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</li> </ul>	<p><b>20.4 Wage-related allowances—Allowances for responsibilities or skills not taken into account in rates of pay</b></p> <p>(a) <b>Employees accepting responsibility to statutory authorities</b></p> <ul style="list-style-type: none"> <li>(i) An employee who is required by their employer to act on their plumber’s licence or equivalent, must be paid an additional <b>\$1.05</b> per hour for every hour of their employment whether or not the employee has in any hour acted on such licence or</li> </ul>

<p>employee has in any hour acted on such licence or certificate. <b>Acting on their plumber's licence</b> will mean signing of notices and assuming responsibility to relevant authorities.</p> <p>(ii) In Tasmania, an employee who for the purpose of registration acts as an employer's nominee must be paid an additional 17% of the weekly standard rate per week, but will not receive the leading hand allowance as prescribed in clause 21.1(k)(i).</p> <p>(iii) Clause 21.1(k)(ii) ceases to operate on 31 December 2014.</p>	<p>certificate.</p> <p>(ii) <b>Acting on their plumber's licence</b> will mean signing of notices and assuming responsibility to relevant authorities.</p> <p><i>Clauses deleted – obsolete</i></p>
<p><b>(b) Employee acting on welding certificate</b></p> <p>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.</p>	<p><b>(b) Employee acting on welding certificate</b></p> <p>(i) 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:</p> <ul style="list-style-type: none"> <li>• <b>\$0.60</b> per hour for oxy-acetylene welding; and</li> <li>• <b>\$0.60</b> 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.</li> </ul>
<p><b>(c) Lead burning</b></p> <p>A plumbing and mechanical services employee engaged in lead burning or lead work in connection with this clause must be paid an additional 10% of the hourly standard rate per hour.</p> <p><b>(d) Ship work</b></p> <p>An employee engaged on work in connection with ships must be paid an additional 7.0% of the hourly standard rate per hour.</p> <p><b>(e) First aid</b></p> <p>An employee who is qualified in first aid and is appointed by</p>	<p><b>(c) Lead burning</b></p> <p>A plumbing and mechanical services employee engaged in lead burning or lead work in connection with this clause must be paid an additional <b>\$2.01</b> per hour.</p> <p><b>(d) Ship work</b></p> <p>An employee engaged on work in connection with ships must be paid an additional <b>\$1.41</b> per hour.</p> <p><b>(e) First aid</b></p> <p>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</p>

<p>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.</p> <p><b>(f) Service work while engaged in fire sprinkler fitting</b></p> <p>An employee will be paid 0.86% of the standard weekly rate per day extra while engaged in service work to compensate for the particular disabilities involved in such work.</p> <p><b>(g) Computing quantities</b></p> <p>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 <b>standard rate</b> per day or part thereof. This allowance will not apply to an employee classified as a leading hand and receiving the allowance prescribed in clause 21.1(k).</p>	<p>must be paid an additional <b>\$2.76</b> per day.</p> <p><b>(f) Service work while engaged in fire sprinkler fitting</b></p> <p>An employee will be paid <b>\$6.58</b> per day extra while engaged in service work to compensate for the particular disabilities involved in such work.</p> <p><b>(g) Computing quantities</b></p> <p><b>(i)</b> 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 <b>\$4.59</b> per day or part thereof.</p> <p><b>(ii)</b> This allowance will not apply to an employee classified as a leading hand and receiving the allowance prescribed in clause 20.3(h).</p>
<p><b>(h) Laser safety officer allowance</b></p> <p>This clause will apply when laser safety equipment is utilised for work within the scope of this award.</p> <p><b>(i) Laser</b> 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.</p> <p><b>(ii) Laser safety officer</b> 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.</p> <p><b>(iii)</b> 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.</p> <p><b>(iv)</b> The allowance will be paid as a flat amount without attracting any premium or penalty.</p>	<p><b>(h) Laser safety officer allowance</b></p> <p>This clause will apply when laser safety equipment is utilised for work within the scope of this award.</p> <p><b>(i) Laser</b> 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.</p> <p><b>(ii) Laser safety officer</b> 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.</p> <p><b>(iii)</b> 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 <b>\$2.68</b> per day or part thereof whilst carrying out such duties.</p> <p><b>(iv)</b> The allowance will be paid as a flat amount without attracting any premium or penalty.</p>

<p><b>21.6 Other disability related allowances paid on a per incidence basis calculated hourly</b></p> <p>(a) Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations do not attract any premium or penalty additions. Where more than one of the rates provides payments for disabilities of substantially the same nature then only the highest allowance will be payable. Allowance definitions, including the conditions for payment of allowances and additional payments required are contained in clause 21.7.</p>	<p><b>20.5 Wage-related allowances—Other disability related allowances paid on a per incidence basis calculated hourly</b></p> <p>(a) Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations do not attract any premium or penalty additions. Where more than one of the rates provides payments for disabilities of substantially the same nature then only the highest allowance will be payable. Allowance definitions, including the conditions for payment of allowances and additional payments required are contained in clause 20.6.</p>
<p><b>Payable to all employees including those entitled to the allowance specified in clause 21.1(a):</b></p> <ul style="list-style-type: none"> <li>(i) Acid plants and chemicals works;</li> <li>(ii) Aluminum foil;</li> <li>(iii) Bitumen work;</li> <li>(iv) Cold work;</li> <li>(v) Cutting tiles;</li> <li>(vi) Hospitals and morgues;</li> <li>(vii) Hot work;</li> <li>(viii) Service shafts;</li> <li>(ix) Towers.</li> </ul>	<p><b>Payable to all employees including those entitled to the allowance specified in clause 20.2(a):</b></p> <ul style="list-style-type: none"> <li>(i) Acid plants and chemicals works;</li> <li>(ii) Aluminum foil;</li> <li>(iii) Bitumen work;</li> <li>(iv) Cold work;</li> <li>(v) Cutting tiles;</li> <li>(vi) Hospitals and morgues;</li> <li>(vii) Hot work;</li> <li>(viii) Service shafts;</li> <li>(ix) Towers.</li> </ul>
<p>(b) <b>Payable only to Worker level 1 employees not entitled to the allowance specified in clause 21.1(a):</b></p> <ul style="list-style-type: none"> <li>(i) Asbestos work;</li> <li>(ii) Explosive powered tools;</li> <li>(iii) Fumes;</li> <li>(iv) Insulation work;</li> <li>(v) Toxic substances.</li> </ul>	<p>(b) <b>Payable only to Worker level 1 employees not entitled to the allowance specified in clause 20.2(a):</b></p> <ul style="list-style-type: none"> <li>(i) Asbestos work;</li> <li>(ii) Explosive powered tools;</li> <li>(iii) Fumes;</li> <li>(iv) Insulation work;</li> <li>(v) Toxic substances.</li> </ul>

<p>(c) <b>Multistorey work</b></p> <p>(i) <b>Eligibility</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For the purposes of this clause <b>renovation work</b> 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.</li> </ul>	<p>(c) <b>Multistorey work</b></p> <p>(i) <b>Eligibility</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For the purposes of this clause <b>renovation work</b> 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.</li> </ul>
<p>(ii) <b>Definitions</b></p> <ul style="list-style-type: none"> <li>• A <b>multistorey building</b> is a building which will, when complete, consist of five or more storey levels.</li> <li>• <b>Complete</b> means the building is fully functional and all work which was part of the principal contract is complete.</li> <li>• For the purposes of this subclause, a <b>storey level</b> 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).</li> <li>• 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</li> </ul>	<p>(ii) <b>Definitions</b></p> <ul style="list-style-type: none"> <li>• A <b>multistorey building</b> is a building which will, when complete, consist of five or more storey levels.</li> <li>• <b>Complete</b> means the building is fully functional and all work which was part of the principal contract is complete.</li> <li>• For the purposes of this clause 20.5(c), a <b>storey level</b> 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).</li> <li>• 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 clause 20.5(c), or by clause 20.6(n) by agreement.</li> <li>• A <b>plant room</b> situated on the top of a building will</li> </ul>



<p>this subclause, or by clause 21.7(n) by agreement.</p> <ul style="list-style-type: none"> <li>• <b>A plant room</b> 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.</li> <li>• <b>Floor level</b> means that stage of construction which in the completed building would constitute the walking surface of the particular floor level.</li> </ul>	<p>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.</p> <ul style="list-style-type: none"> <li>• <b>Floor level</b> means that stage of construction which in the completed building would constitute the walking surface of the particular floor level.</li> </ul>																								
<p><b>(iii) Rates</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <table border="1" data-bbox="376 758 1025 1181"> <thead> <tr> <th>Storey</th> <th>% of hourly standard rate</th> </tr> </thead> <tbody> <tr> <td>From commencement of building to 15th floor level</td> <td>2.6</td> </tr> <tr> <td>From 16th floor level to 30th floor level</td> <td>3.1</td> </tr> <tr> <td>From 31st floor level to 45th floor level</td> <td>4.8</td> </tr> <tr> <td>From 46th floor level to 60th floor level</td> <td>6.2</td> </tr> <tr> <td>From 61st floor level onwards</td> <td>7.7</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• The allowance payable at the highest point of the building will continue until completion of the building.</li> </ul>	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	<p><b>(iii) Rates</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <table border="1" data-bbox="1339 721 2056 1061"> <thead> <tr> <th>Storey</th> <th>\$ per hour</th> </tr> </thead> <tbody> <tr> <td>From commencement of building to 15th floor level</td> <td>0.52</td> </tr> <tr> <td>From 16th floor level to 30th floor level</td> <td>0.62</td> </tr> <tr> <td>From 31st floor level to 45th floor level</td> <td>0.97</td> </tr> <tr> <td>From 46th floor level to 60th floor level</td> <td>1.25</td> </tr> <tr> <td>From 61st floor level onwards</td> <td>1.55</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• The allowance payable at the highest point of the building will continue until completion of the building.</li> </ul>	Storey	\$ per hour	From commencement of building to 15th floor level	0.52	From 16th floor level to 30th floor level	0.62	From 31st floor level to 45th floor level	0.97	From 46th floor level to 60th floor level	1.25	From 61st floor level onwards	1.55
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<p><b>(iv) Service cores</b></p> <ul style="list-style-type: none"> <li>• Plumbing and mechanical services employees employed on a service core at more than 15 metres</li> </ul>	<p><b>(iv) Service cores</b></p> <ul style="list-style-type: none"> <li>• Plumbing and mechanical services employees employed on a service core at more than 15 metres above the highest point</li> </ul>																								

<p>above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 21.7(n)—Towers, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. (i.e. For this purpose the highest point of the main structure must be regarded as though it were the ground in calculating the appropriate towers allowance.)</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>	<p>of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 20.6(n)—Towers, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. (i.e. For this purpose the highest point of the main structure must be regarded as though it were the ground in calculating the appropriate towers allowance.)</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>
<p><b>21.7 Allowance definitions: conditions for payment of allowances and additional payments required</b></p> <p><b>(a) Acid plants and chemicals works</b></p> <p>An employee engaged in work carried out on a production plant in chemical works or acid plants or acid furnaces, stills or towers which have been commissioned must be paid an additional 11.7% of the hourly standard rate per hour. Provided that this special rate will not apply to an employee who receives the lead burning allowance prescribed in clause 21.5(c).</p> <p><b>(b) Aluminum foil insulation</b></p> <p>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.</p>	<p><b>20.6 Wage-related allowances—Conditions for payment of allowances and additional payments required</b></p> <p><b>(a) Acid plants and chemicals works</b></p> <p><b>(i)</b> 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 <b>\$2.36</b> rate per hour.</p> <p><b>(ii)</b> This special rate will not apply to an employee who receives the lead burning allowance prescribed in clause 20.4(c).</p> <p><b>(b) Aluminum foil insulation</b></p> <p><b>(i)</b> 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 <b>\$0.52</b> per hour or part thereof.</p> <p><b>(ii)</b> Anti-glare type foil is exempted from this payment.</p>

<p><b>(c) Asbestos eradication</b></p> <p>Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of or contains asbestos, must be paid an additional 10.8% of the hourly standard rate per hour worked instead of the special rates prescribed in clause 21.7, with the exception of clauses 21.7(f) and 21.7(k).</p> <p><b>(d) Asbestos materials</b></p> <p>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.</p> <p><b>(e) Bitumen work</b></p> <p>An employee handling hot bitumen or asphalt or dipping materials in creosote must be paid an additional 4.0% of the hourly standard rate per hour.</p>	<p><b>(c) Asbestos eradication</b></p> <p>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 <b>\$2.17</b> per hour worked instead of the special rates prescribed in clause 20.6, with the exception of clauses 20.6(f) and 20.6(k).</p> <p><b>(d) Asbestos materials</b></p> <p>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 <b>\$0.81</b> per hour whilst wearing such equipment.</p> <p><b>(e) Bitumen work</b></p> <p>An employee handling hot bitumen or asphalt or dipping materials in creosote must be paid an additional <b>\$0.81</b> per hour.</p>
<p><b>(f) Cold work</b></p> <p><b>(i)</b> 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.</p> <p><b>(ii)</b> 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.</p> <p><b>(g) Cutting tiles</b></p> <p>An employee engaged on cutting tiles by electric saw must be paid an additional 4.0% of the hourly standard rate per hour whilst so engaged.</p> <p><b>(h) Explosive powered tools</b></p>	<p><b>(f) Cold work</b></p> <p><b>(i)</b> 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 <b>\$0.64</b> per hour.</p> <p><b>(ii)</b> 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 clause 20.6(f)(i).</p> <p><b>(g) Cutting tiles</b></p> <p>An employee engaged on cutting tiles by electric saw must be paid an additional <b>\$0.81</b> per hour whilst so engaged.</p> <p><b>(h) Explosive powered tools</b></p> <p>An operator of explosive powered tools, as defined in this award,</p>

<p>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.</p> <p><b>(i) Fumes</b></p> <p>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.</p> <p><b>(j) Hospitals and morgues</b></p> <p><b>(i)</b> 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.</p> <p><b>(ii)</b> 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.</p>	<p>who is required to use an explosive powered tool, must be paid an additional <b>\$1.53</b> per hour for every day on which they use such a tool.</p> <p><b>(i) Fumes</b></p> <p>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.</p> <p><b>(j) Hospitals and morgues</b></p> <p><b>(i)</b> 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 <b>\$0.06</b> per hour, but in any event not less than <b>\$0.44</b> per day or part thereof.</p> <p><b>(ii)</b> An employee working inside a morgue in which one or more dead bodies are not in refrigeration must be paid an additional <b>\$0.06</b> per hour, but in any event not less than <b>\$0.44</b> per day or part thereof.</p>
<p><b>(k) Hot work</b></p> <p><b>(i)</b> 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.</p> <p><b>(ii)</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 by this subclause.</p>	<p><b>(k) Hot work</b></p> <p><b>(i)</b> 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 <b>\$0.64</b> per hour or part thereof; with an additional <b>\$0.81</b> per hour or part thereof, where the temperature exceeds 54° Celsius.</p> <p><b>(ii)</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 by this clause 20.7(k)(i).</p>

<p><b>(l) Insulation</b></p> <p>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.</p>	<p><b>(l) Insulation</b></p> <p><b>(i)</b> 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 <b>\$0.81</b> per hour or part thereof.</p> <p><b>(ii)</b> This extra rate will also apply to an employee working in the immediate vicinity who is affected by the use of such materials.</p>												
<p><b>(m) Service shafts</b></p> <p><b>(i)</b> 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:</p> <table border="1" data-bbox="353 738 1037 1201"> <thead> <tr> <th>Time</th> <th>% of hourly standard rate per day</th> </tr> </thead> <tbody> <tr> <td>For any day including a Saturday or Sunday where the time spent in the service shaft is not more than four hours</td> <td>9.9</td> </tr> <tr> <td>For any day including a Saturday or Sunday where the time spent in the service shaft exceeds four hours but not more than eight hours</td> <td>19.6</td> </tr> </tbody> </table> <p><b>(ii)</b> 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.</p>	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	<p><b>(m) Service shafts</b></p> <p><b>(i)</b> 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:</p> <table border="1" data-bbox="1317 679 2069 1043"> <thead> <tr> <th>Time</th> <th>\$ per day</th> </tr> </thead> <tbody> <tr> <td>For any day including a Saturday or Sunday where the time spent in the service shaft is not more than four hours</td> <td>1.99</td> </tr> <tr> <td>For any day including a Saturday or Sunday where the time spent in the service shaft exceeds four hours but not more than eight hours</td> <td>3.95</td> </tr> </tbody> </table> <p><b>(ii)</b> 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 <b>\$0.62</b> for each whole hour so worked.</p>	Time	\$ per day	For any day including a Saturday or Sunday where the time spent in the service shaft is not more than four hours	1.99	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	3.95
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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	3.95												

<p><b>(n) Towers</b></p> <p>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.</p>	<p><b>(n) Towers</b></p> <p>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 <b>\$0.64</b> per hour, with an additional <b>\$0.64</b> per hour for work above each further 15 metres.</p>												
<p><b>(o) Toxic substances</b></p> <p><b>(i)</b> 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.</p> <p><b>(ii)</b> For the purpose of this subclause <b>toxic substances</b> 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.</p> <p><b>(iii)</b> 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</p>	<p><b>(o) Toxic substances</b></p> <p><b>(i)</b> Employees using toxic substances or materials of a like nature must be paid an additional <b>\$0.91</b> per hour. Employees working in close proximity to employees so engaged must be paid an additional <b>\$0.64</b> per hour.</p> <p><b>(ii)</b> For the purpose of clause 20.6(o), <b>toxic substances</b> 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.</p> <p><b>(iii)</b> Where an employee is using materials of the types mentioned in clause 20.6(o)(ii) 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 finishing time of the day or is finished at any time prior to the finishing time of the day, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.</p>												
<p><b>21.8 Fares and travelling time</b></p> <p><b>(a)</b> The fares and travelling time allowances are daily allowances that will be paid in accordance with the following table:</p> <table border="1" data-bbox="280 1332 952 1492"> <thead> <tr> <th></th> <th><b>Travel time</b></th> <th><b>Fares</b></th> </tr> </thead> <tbody> <tr> <td>Employee is required to start or finish on the job using own vehicle</td> <td>Paid</td> <td>Paid</td> </tr> </tbody> </table>		<b>Travel time</b>	<b>Fares</b>	Employee is required to start or finish on the job using own vehicle	Paid	Paid	<p><b>20.9 Expense-related allowances—fares and travelling time</b></p> <p><b>(a)</b> The fares and travelling time allowances are daily allowances that will be paid in accordance with the following table:</p> <table border="1" data-bbox="1243 1332 2051 1492"> <thead> <tr> <th></th> <th><b>Travel time</b></th> <th><b>Fares</b></th> </tr> </thead> <tbody> <tr> <td>Employee is required to start or finish on the job using own vehicle</td> <td>Paid</td> <td>Paid</td> </tr> </tbody> </table>		<b>Travel time</b>	<b>Fares</b>	Employee is required to start or finish on the job using own vehicle	Paid	Paid
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<p><b>(b) Fares allowances</b></p> <p>Subject to clause 21.8(a), employees will be paid a fares allowance of \$10.80 per day.</p>	<p><b>(b) Fares allowances</b></p> <p>Subject to clause 20.9(a), employees will be paid a fares allowance of <b>\$10.80</b> per day.</p>																																																
<p><b>(c) Standard travelling time allowance</b></p> <p>(i) The standard travelling time component is an amount based on travel within a defined radius set out in clause 21.8(c)(ii).</p> <ul style="list-style-type: none"> <li>for plumbing and mechanical services and irrigation installer employees, the standard travelling time component is an amount the equivalent of 25% of the hourly minimum wage of the employee's classification per day; and</li> </ul>	<p><b>(c) Standard travelling time allowance</b></p> <p>(i) The standard travelling time component is an amount based on travel within a defined radius set out in clause 20.9(c)(ii).</p> <ul style="list-style-type: none"> <li>for plumbing and mechanical services and irrigation installer employees, the standard travelling time component is an amount the equivalent of <b>25%</b> of the hourly minimum wage of the employee's classification per day; and</li> <li>for fire sprinkler fitter employees the standard travelling time component is an amount the equivalent of <b>75%</b> of the</li> </ul>																																																

<ul style="list-style-type: none"> <li>• for fire sprinkler fitter employees the standard travelling time component is an amount the equivalent of 75% of the hourly minimum wage of the employee's classification per day.</li> <li>(ii) The defined radius is 50 kms from the centre of employment as determined under clause 21.8(c)(iv).</li> <li>(iii) An employer having determined its centre of employment under clause 21.8(c)(iv) will not change that centre without at least 28 days prior notice to each of its employees.</li> <li>(iv) An employer may determine its centre of employment by reference to one of the following options:             <ul style="list-style-type: none"> <li>• the employer's normal base establishment or workshop;</li> <li>• the GPO, or Principal Post Office of the capital city or major regional centre for all employees whose base establishment or workshop is within the defined radius from the said Post office;</li> <li>• the local Post Office closest to the employer's establishment or workshop beyond the defined radius of the Post Office listed above; or</li> <li>• 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.</li> </ul> </li> </ul>	<p>hourly minimum wage of the employee's classification per day.</p> <ul style="list-style-type: none"> <li>(ii) The defined radius is 50 kms from the centre of employment as determined under clause 20.9(c)(iv).</li> <li>(iii) An employer having determined its centre of employment under clause 20.9(c)(iv) will not change that centre without at least 28 days' prior notice to each of its employees.</li> <li>(iv) An employer may determine its centre of employment by reference to one of the following options:             <ul style="list-style-type: none"> <li>• the employer's normal base establishment or workshop;</li> <li>• the GPO, or Principal Post Office of the capital city or major regional centre for all employees whose base establishment or workshop is within the defined radius from the said Post office;</li> <li>• the local Post Office closest to the employer's establishment or workshop beyond the defined radius of the Post Office listed above; or</li> <li>• 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.</li> </ul> </li> </ul>
<p><b>(d) Travelling time allowance beyond the defined radius</b></p> <ul style="list-style-type: none"> <li>(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:             <ul style="list-style-type: none"> <li>• an amount equivalent to 25% of the respective hourly minimum wage; or</li> </ul> </li> </ul>	<p><b>(d) Travelling time allowance beyond the defined radius</b></p> <ul style="list-style-type: none"> <li>(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:             <ul style="list-style-type: none"> <li>• an amount equivalent to <b>25%</b> of the respective hourly minimum wage; or</li> </ul> </li> </ul>



<ul style="list-style-type: none"> <li>• 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;</li> </ul> <p>whichever is the greater.</p> <p>(ii) For the purposes of clause 21.8(d)(i), the actual time incurred in travelling is to be calculated by reference to a speed not exceeding the legal speed limit.</p>	<ul style="list-style-type: none"> <li>• 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;</li> </ul> <p>whichever is the greater.</p> <p>(ii) For the purposes of clause 20.9(d)(i), the actual time incurred in travelling is to be calculated by reference to a speed not exceeding the legal speed limit.</p>
<p>(e) <b>Transfer between job sites during working hours</b></p> <p>(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.</p> <p>(ii) Where the employer requests an employee to use their own vehicle to effect such a transfer, and the employee agrees to do so the employee will be paid an allowance at the rate of \$0.78 per kilometre.</p>	<p>(e) <b>Transfer between job sites during working hours</b></p> <p>(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.</p> <p>(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 <b>\$0.78</b> per kilometre.</p>
<p>(f) <b>Mileage allowance for travel beyond defined radius</b></p> <p>An employee entitled to the additional travelling time allowance beyond the defined radius under clause 21.8(e) and who uses their own vehicle for such travel is to be paid an amount equivalent to \$0.43 per kilometre as reimbursement for the additional fuel costs incurred covering the combined distance from the defined radius to the job site and return to the defined radius.</p>	<p>(f) <b>Mileage allowance for travel beyond defined radius</b></p> <p>An employee entitled to the additional travelling time allowance beyond the defined radius under clause 20.9(e) and who uses their own vehicle for such travel is to be paid an amount equivalent to <b>\$0.43</b> 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.</p>
<p>(g) <b>Distant work</b></p> <p>(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</p>	<p>(g) <b>Distant work</b></p> <p>(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.</p> <p>(ii) The mode of travel will be as directed by the employer</p>

<p>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.</p> <p>(ii) Where the employee is not accommodated on the actual site of the distant job, their place of accommodation will become the centre as defined by clause 21.8(c)(iv) and fares and travelling time must be paid as prescribed by clauses 21.8(b), 21.8(c)and 21.8(d) as the case may be.</p>	<p>provided the comfort of the employee will be of a standard not less than that of economy class travel.</p> <p>(iii) 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.</p> <p>(iv) For sprinkler fitter trades, payment will be made at <b>150%</b> of the ordinary hourly rate where the employer requires the employee to travel on Sundays and public holidays.</p> <p>(v) 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 20.9(c)(iv) and fares and travelling time must be paid as prescribed by clauses 20.9(b),20.9(c) and 20.9(d) as the case may be.</p>
<p><b>(h) Entitlement</b></p> <p>(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.</p> <p>(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.</p>	<p><b>(h) Entitlement</b></p> <p>(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.</p> <p>(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.</p>
<p><b>21.9 Living away from home—distant work</b></p> <p><b>(a) Qualification</b></p> <p>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.</p> <p><b>(b) Employee’s address</b></p> <p>(i) At the time of engagement, the employee will provide, on the employer’s request, details of their usual place of residence, being:</p>	<p><b>20.10 Expense-related allowances—Living away from home—distant work</b></p> <p><b>(a) Qualification</b></p> <p>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.</p> <p><b>(b) Employee’s address</b></p> <p>(i) At the time of engagement, the employee will provide, on the employer’s request, details of their usual place of residence, being:</p>

<ul style="list-style-type: none"> <li>• the address of the place of residence at the time of application; and</li> <li>• the address of a separately maintained residence, if applicable.</li> </ul> <p>(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.</p> <p><b>(c) Entitlement</b></p> <p>Where an employee qualifies under clause 21.9(a) the employer will either:</p> <ul style="list-style-type: none"> <li>• provide the worker with reasonable board and lodging;</li> <li>• pay an allowance of \$418.27 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 \$59.79 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</li> <li>• in circumstances prescribed in clause 21.9(d)(v) provide construction camp accommodation and messing.</li> </ul> <p><b>(d) Travelling expenses</b></p> <p>An employee who is sent by their employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of this clause will not be entitled to any of the allowances prescribed by clause 21.8—Fares and travelling time, for the period occupied in travelling from the employee’s usual place of residence to the distant job, but instead must be paid as follows:</p>	<ul style="list-style-type: none"> <li>• the address of the place of residence at the time of application; and</li> <li>• the address of a separately maintained residence, if applicable.</li> </ul> <p>(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.</p> <p><b>(c) Entitlement</b></p> <p>(i) Where an employee qualifies under clause 20.10(a) the employer will either:</p> <ul style="list-style-type: none"> <li>• provide the worker with reasonable board and lodging;</li> <li>• pay an allowance of <b>\$418.27</b> 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 <b>\$59.79</b> 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</li> <li>• in circumstances prescribed in clause 20.10(d)(v) provide construction camp accommodation and messing.</li> </ul> <p><b>(d) Travelling expenses</b></p> <p>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 20.9—Expense-related allowances—fares and travelling time, for the period occupied in travelling from the employee’s usual place of residence to the distant job, but instead must be paid as follows:</p>
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**(i) Forward journey**

- For the time spent in so travelling, at the hourly minimum wage up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- For the amount of the fare on the most common method of public transport to the job (bus, air or rail with sleeping berths if necessary), any excess payment due to transporting the employee's tools if such an expense is incurred.
- For any meals incurred while travelling at \$12.47 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 \$19.93 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 rail, bus or air terminal nearest the employee's usual place of

**(i) Forward journey**

- For the time spent in so travelling, at the hourly minimum wage up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- For the amount of the fare on the most common method of public transport to the job (bus, air or rail with sleeping berths if necessary), any excess payment due to transporting the employee's tools if such an expense is incurred.
- For any meals incurred while travelling at **\$12.47** 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 20.10(d)(i), together with an amount of **\$19.93** 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 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

<p>residence to the locality of the work.</p> <p><b>(iii) Daily fares allowance</b></p> <p>An employee engaged on a job which qualifies the employee to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) must be paid the fares allowance prescribed by clause 21.8(b).</p> <p><b>(iv) Weekend return home</b></p> <ul style="list-style-type: none"> <li>• 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 \$33.61 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).</li> <li>• 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.</li> </ul> <p><b>(v) Construction camps</b></p> <ul style="list-style-type: none"> <li>• <b>Camp and caravan accommodation</b></li> </ul> <p>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</p>	<p>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 20.9(b).</p> <p><b>(iv) Weekend return home</b></p> <ul style="list-style-type: none"> <li>• 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 <b>\$33.61</b> for each occasion. This provision will not apply to an employee who is receiving the payment prescribed in clause 20.10(c) instead of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in clause 20.10(d)(v).</li> <li>• 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 20.10(c) will be made.</li> </ul> <p><b>(v) Construction camps</b></p> <ul style="list-style-type: none"> <li>• <b>Camp and caravan accommodation</b></li> </ul> <p>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.</p>
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• **Camping allowance**

An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance of \$166.68 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 \$23.89 per day including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

(e) **Rest and recreation**

(i) **Rail or road travel**

- An employee who proceeds to a job which qualifies them for provisions of this subclause may, after two months' continuous service and thereafter at three monthly periods in respect of plumbing and mechanical services employees, and two months' continuous service and two monthly periods thereafter in respect of sprinkler fitters, return to the employee's usual place of residence at the weekend. If the employee does so, the employee must be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in

• **Camping allowance**

An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance of \$166.68 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 \$23.89 per day including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

(e) **Rest and recreation**

(i) **Rail or road travel**

- An employee who proceeds to a job which qualifies them for the provisions of clause 20.10(e) may, after two months' continuous service and thereafter at three monthly periods in respect of plumbing and mechanical services employees, and two months' continuous service and two monthly periods thereafter in respect of sprinkler fitters, return to the employee's usual place of residence at the weekend.
- If the employee does so, the employee must be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.
- Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days (14 days for a sprinkler fitter) after expiration of any such period of two or three months, then

<p>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.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>	<p>the provisions of clause 20.10(e)(i) will not be applicable.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>
<p><b>(ii) Variable return home</b></p> <p>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.</p>	<p><b>(ii) Variable return home</b></p> <p>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.</p>
<p><b>(iii) No payment for unused fares</b></p> <p>Payment of fares as provided for in this subclause will not be made unless availed of by the employee.</p>	<p><b>(iii) No payment for unused fares</b></p> <p>Payment of fares as provided for in this subclause will not be made unless used by the employee.</p>
<p><b>(iv) Flexible rostered day off</b></p> <p>If the employer and employee so agree in writing, the paid rostered day off as prescribed in clause 29—Ordinary hours of work over a four week work cycle, may be taken, and paid for, in conjunction with and</p>	<p><b>(iv) Flexible rostered day off</b></p> <p>If the employer and employee so agree in writing, the paid rostered day off as prescribed in clause 15—Ordinary hours of work over a four week work cycle, may be taken, and paid for, in conjunction with and additional to rest and recreation leave</p>

<p>additional to rest and recreation leave as prescribed in this subclause or at the end of the project or on termination, whichever comes first.</p>	<p>as prescribed in clause 20.10(e) or at the end of the project or on termination, whichever comes first.</p>
<p><b>(v) Termination</b></p> <p>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.</p>	<p><b>(v) Termination</b></p> <p>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.</p>
<p><b>(f) Transitional airfares provision in respect of employees in the Territory of Christmas Island</b></p> <p><b>(i)</b> Where an employee is domiciled in the Territory of Christmas Island and is not entitled to fares under clause 21.9(e), that employee is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months' continuous service.</p> <p><b>(ii)</b> The airfare payable is the equivalent of a return economy airfare from Christmas Island to Perth.</p> <p><b>(iii)</b> Clause 21.9(f) ceases to operate on 31 December 2014.</p>	<p><i>Clause deleted – obsolete</i></p>
<p><b>21.10 Inclement weather</b></p> <p><b>(a) Inclement weather</b> 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.</p> <p><b>(b) Procedure</b></p> <p>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.</p> <p><b>(c) Restrictions on payments</b></p> <p>An employee will not be entitled to payment for inclement</p>	<p><b>20.11 Inclement weather</b></p> <p><b>(a) Definition of inclement weather</b></p> <p><b>Inclement weather</b> 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.</p> <p><b>(b) Conference procedure for inclement weather</b></p> <p>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.</p> <p><b>(c) Restrictions on payments</b></p> <p>An employee will not be entitled to payment for inclement weather</p>



<p>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.</p> <p><b>(d) Entitlement to payment</b></p> <p>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:</p> <ul style="list-style-type: none"> <li><b>(i)</b> 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;</li> <li><b>(ii)</b> the employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over;</li> <li><b>(iii)</b> 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;</li> <li><b>(iv)</b> the number of hours credited to an employee will be reduced by the number of hours for which payment is made; and</li> <li><b>(v)</b> payment under this clause will be weekly.</li> </ul> <p><b>(e) Transfers</b></p> <p>Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather. Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport in accordance with clause 21.8(e) except where the employer provides transport.</p> <p><b>(f) Employees required to work in inclement weather</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> Except as provided in this subclause an employee will not work or be required to work in inclement weather.</li> </ul>	<p>as provided for clause 20.11(d) unless the employee remains on-the-job until the provisions set out in clause 20.11(b) have been observed.</p> <p><b>(d) Payment for lost time due to inclement weather</b></p> <p>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:</p> <ul style="list-style-type: none"> <li><b>(i)</b> 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;</li> <li><b>(ii)</b> the employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over;</li> <li><b>(iii)</b> 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;</li> <li><b>(iv)</b> the number of hours credited to an employee will be reduced by the number of hours for which payment is made; and</li> <li><b>(v)</b> payment under this clause will be weekly.</li> </ul> <p><b>(e) Transfer of work site due to inclement weather</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> 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.</li> <li><b>(ii)</b> Where an employee is transferred from one site to another the employee will be reimbursed the cost of transport in accordance with clause 20.9(e) except where the employer provides transport.</li> </ul> <p><b>(f) Employees required to work in inclement weather</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> Except as provided in clause 20.11(f) an employee will not work or be required to work in inclement weather.</li> </ul>
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<p>(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.</p> <p>(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.</p> <p>(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.</p> <p><b>(g) Cessation and resumption of work</b></p> <p>(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.</p> <p>(ii) After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.</p> <p><b>(h) Safety</b></p> <p>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.</p>	<p>(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 <b>200%</b> of the ordinary hourly rate.</p> <p>(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.</p> <p>(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.</p> <p><b>(g) Cessation and resumption of work</b></p> <p>(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.</p> <p>(ii) After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.</p> <p><b>(h) Safety</b></p> <p>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.</p>
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**(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 30.1, for more than an accumulated total of 50% of the normal afternoon work time;
- during the final two hours of the normal work day for more than an accumulated total of one hour;

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

**(ii) Rain at starting time**

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

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

**(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 16.1, for more than an accumulated total of **50%** of the normal afternoon work time;
- during the final two hours of the normal work day for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above. Where, by agreement between the employer and/or their representative and the employees and/or their representative, the employees remain on site beyond the periods specified, any such additional wet time must be paid for but will not be debited against the employees' hours. Wet time occurring during overtime will not be taken into account for the purposes of clause 20.11(i).

**(ii) Rain at starting time**

Despite the provisions of clause 20.11(f) where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they may be required to go to work in a dry area or to be transferred to another site where:

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

<p><b>21.11 Adjustment of expense related allowances</b></p> <p>(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The <b>relevant adjustment factor</b> 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.</p> <p>(b) The <b>applicable index figure</b> is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="280 523 1025 1021"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Tool allowance</td> <td>Household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Fares and Living away from home—distant work allowances</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Tool allowance	Household appliances, utensils and tools sub-group	Vehicle allowance	Private motoring sub-group	Fares and Living away from home—distant work allowances	Domestic holiday travel and accommodation sub-group	<p><b>Schedule F—Summary of Monetary Allowances</b></p> <p><b>F.2.1 Adjustment of expense-related allowances</b></p> <p>(a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The <b>relevant adjustment factor</b> 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.</p> <p>(b) The <b>applicable index figure</b> is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="1243 555 2056 1021"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Tool allowance</td> <td>Household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Fares and Living away from home—distant work allowances</td> <td>Domestic holiday travel and accommodation sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Tool allowance	Household appliances, utensils and tools sub-group	Vehicle allowance	Private motoring sub-group	Fares and Living away from home—distant work allowances	Domestic holiday travel and accommodation sub-group
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Fares and Living away from home—distant work allowances	Domestic holiday travel and accommodation sub-group																				
<p><b>22. District allowances</b></p>	<p><i>Clause deleted – obsolete</i></p>																				
<p><b>23. Accident pay</b></p>	<p><i>Clause deleted – obsolete</i></p>																				
<p><b>24. Supported wage system</b> See Schedule C</p>	<p><b>18.7 Supported wage system</b></p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule J—Supported Wage System.</p>																				
<p><b>25. National training wage</b> See Schedule D</p>	<p><b>18.6 National training wage</b></p> <p>For employees undertaking a traineeship, see Schedule I—National Training Wage.</p>																				

<p><b>26. School-based apprenticeship and Peak Sports Apprenticeships</b></p> <p><b>26.1 School-based apprenticeship</b> See Schedule E</p>	<p><b>18.4 School-based apprenticeship</b></p> <p>For school-based apprentices, see Schedule G—School-Based Apprenticeship.</p>
<p><b>26.2 Peak Sports Apprenticeships</b> See Schedule H</p>	<p><b>18.5 Peak Sports Apprenticeships</b></p> <p>See Schedule H—Peak Sports Apprenticeships.</p>
<p><b>27. Payment of wages</b></p> <p><b>27.1</b> 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.</p> <p><b>27.2</b> 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.</p> <p><b>27.3</b> 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.</p> <p><b>27.4</b> 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:</p> <p>(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</p>	<p><b>18.8 Payment of wages</b></p> <p>(a) 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.</p> <p>(b) 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.</p> <p>(c) Payments must be made and available to the employee not later than the end of ordinary hours of work on Thursday of each working week.</p> <p>(d) Where, on any pay day, work finishes 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.</p> <p>(e) An employee kept waiting for their wages on pay day for more than 15 minutes after their usual time of finishing work must be paid at overtime rates after that 15 minutes with a minimum of 15 minutes.</p> <p>(f) When notice is given in accordance with clause 31—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:</p> <p>(i) 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</p>

<p>(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.</p>	<p>(ii) 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.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p><b>28. Superannuation</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>19. Superannuation</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>Part 5—Hours of Work and Related Matters</b></p> <p><b>29. Ordinary hours of work over a four week work cycle</b></p> <p><b>29.1</b> The average ordinary hours worked will be 38 per week for a four week work cycle.</p> <p><b>29.2</b> 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.</p> <p><b>29.3 Ordinary working hours</b></p> <p>Subject to clause 29.4—Early start and clause 32—Penalty rates, ordinary hours are worked between 7.00 am and 6.00 pm Monday to Friday inclusive.</p>	<p><b>Part 3—Hours of Work</b></p> <p><b>15. Ordinary hours of work over a four week work cycle</b></p> <p><b>15.1</b> The average ordinary hours worked will be 38 per week for a four week work cycle.</p> <p><b>15.2 Ordinary working hours</b></p> <p>(a) Subject to the provisions of this clause, ordinary working hours will be worked in a 20 day, four week cycle, Monday to Friday inclusive.</p> <p>(b) The roster will be comprised of 19 days of eight hours with 0.4 of one hour each day worked accruing to be paid as a rostered day off (RDO) in each cycle.</p> <p>(c) Subject to clause 15.3—Early start and clause 22—Penalty rates, ordinary hours are worked between 7.00 am and 6.00 pm Monday to Friday inclusive.</p>
<p><b>29.4 Early start</b></p> <p>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.</p>	<p><b>15.3 Early start</b></p> <p>(a) 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.</p> <p>(b) The daily rest breaks, meal breaks and finishing time must be adjusted accordingly.</p>

<p><b>29.5 Washing time breaks as paid time</b></p> <p>(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.</p> <p>(b) Where an employee is using toxic substances as defined in clause 21.7(o)(ii), immediately before lunch and before finishing time the employee will be entitled to take 10 minutes washing time break to be counted as time worked.</p> <p>(c) Where an employee is engaged in hot work as defined in clause 21.7(k) or cold work as defined in clause 21.7(f) and such work continues for more than two hours, the employee will be entitled to a 20 minute rest after every two hours work without loss of pay.</p>	<p><b>16. Breaks</b></p> <p><b>16.4 Washing time breaks as paid time</b></p> <p>(a) An employee will be entitled to take five minutes immediately before lunch and before finishing time to enable them to wash and put away gear which will count as time worked.</p> <p>(b) An employee who is using toxic substances as defined in clause 20.6(o)(ii), immediately before lunch and before finishing time will be entitled to take 10 minutes washing time break which will count as time worked.</p> <p>(c) Where an employee is engaged in hot work as defined in clause 20.6(k) or cold work as defined in clause 20.6(f) and the work continues for more than two hours, the employee will be entitled to a 20 minute rest after every two hours work which will count as time worked.</p>
<p><b>29.6 Alternative methods of arranging ordinary hours and rostered days off</b></p> <p>(a) An employer and the majority of its employees may agree to an alternate method of arranging ordinary hours of work, and arranging RDOs.</p> <p>(b) Matters upon which agreement may be reached include:</p> <p>(i) how the hours are to be averaged within a work cycle;</p> <p>(ii) the duration of the work cycle, provided that such duration will not exceed three months;</p> <p>(iii) rosters which specify starting and finishing times;</p> <p>(iv) substitution of RDOs;</p> <p>(v) accumulation of RDOs;</p> <p>(vi) arrangements which allow for flexibility in the taking of RDOs; and</p> <p>(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.</p>	<p><b>15.4 Alternative methods of arranging ordinary hours and rostered days off</b></p> <p>(a) An employer and the majority of its employees may agree to an alternate method of arranging ordinary hours of work, and arranging RDOs.</p> <p>(b) Matters upon which agreement may be reached include:</p> <p>(i) how the hours are to be averaged within a work cycle;</p> <p>(ii) the duration of the work cycle, provided that such duration will not exceed three months;</p> <p>(iii) rosters which specify starting and finishing times;</p> <p>(iv) substitution of RDOs;</p> <p>(v) accumulation of RDOs;</p> <p>(vi) arrangements which allow for flexibility in the taking of RDOs; and</p> <p>(vii) the arrangement of ordinary hours which exceed eight hours on any day, provided such hours are within the spread of hours in clauses 15.2(c) or 15.3.</p>

**29.7 Rostered days off**

- (a) The following provisions apply generally in respect of RDOs:
- (i) Payment for a RDO will be made from money accrued in accordance with clause 29.2.
  - (ii) A RDO will be recorded in the time and wages records of the employer.
  - (iii) Where the scheduled RDO falls on a public holiday under clause 37—Public holidays the next working day will be taken as the RDO, unless an alternate day in that four week cycle or the next four week cycle is agreed in writing between the employer and the employee.
  - (iv) Each day of paid leave taken and/or any public holiday occurring during any four week cycle will be regarded as a day worked for RDO and all other accrual purposes.
  - (v) Any proportion of money accrued towards payment for a RDO will be paid as hours worked for the purpose of calculating entitlements due on termination of employment.
- (b) Where required by the employer, an employee may be required to work on their scheduled RDO where such work is necessary:
- (i) to allow other employees to be employed productively;
  - (ii) to undertake out-of-hours maintenance;
  - (iii) due to unforeseen delays to a particular project or a section of the project; or
  - (iv) for other reasons arising from unforeseen or emergency circumstances on a project;
- provided that, in addition to RDO and all other accrual purposes, the employee will be paid the penalty rates and provisions of weekend work or public holiday work under clause 32—Penalty rates.

**15.5 Rostered days off**

- (a) The following provisions apply generally in respect of RDOs:
- (i) Payment for a RDO will be made from money accrued in accordance with clause 15.2.
  - (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 26, 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 RDOs and all other accrual purposes, the employee will be paid the penalty rates and provisions of weekend work or public holiday work under clause 22—Penalty rates.



<p>(c) <b>General exception for employers of fewer than 15 employees (not working alongside other building and construction workers)</b></p> <p>In respect of employers of fewer than 15 employees, and subject to an agreement in writing between the employer and the employee, the employer will pay the employee overtime for any hours worked over 38 hours in any week, instead of accruing RDOs.</p> <p>(d) <b>General exception for employers of 10 or fewer employees (not working alongside other building and construction workers)</b></p> <p>(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.</p> <p>(ii) An employer will not change the scheduled RDO without prior notice of at least five days.</p> <p>(e) <b>Rostered days off for employees not working alongside other building and construction workers</b></p> <p>(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:</p> <ul style="list-style-type: none"> <li>• the third Friday in the cycle;</li> <li>• the fourth Monday in the cycle; or</li> <li>• the fourth Friday in the cycle.</li> </ul> <p>(ii) By agreement between an employer and its employees an alternative day in the four week cycle may be the RDO.</p>	<p>(c) <b>General exception for employers of fewer than 15 (not working alongside other building and construction workers)</b></p> <p>In respect of employers of fewer than 15 employees and subject to an agreement in writing between the employer and the employee, the employer will pay the employee overtime for any hours worked over 38 hours in any week, instead of accruing RDOs.</p> <p>(d) <b>General exception for employers of 10 or fewer employees (not working alongside other building and construction workers)</b></p> <p>(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.</p> <p>(ii) An employer will not change the scheduled RDO without prior notice of at least five days.</p> <p>(e) <b>Rostered days off for employees not working alongside other building and construction workers</b></p> <p>(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:</p> <ul style="list-style-type: none"> <li>• the third Friday in the cycle;</li> <li>• the fourth Monday in the cycle; or</li> <li>• the fourth Friday in the cycle.</li> </ul> <p>(ii) By agreement between an employer and its employees an alternative day in the four week cycle may be the RDO.</p>
<p>(f) <b>Rostered days off for employee working alongside other building and construction workers</b></p> <p>(i) In the case of employees working alongside other</p>	<p>(f) <b>Rostered days off for employee working alongside other building and construction workers</b></p> <p>(i) In the case of employees working alongside other building</p>

<p>building construction workers, the RDO will be the fourth Monday in the cycle.</p> <p>(ii) By agreement in writing between an employer and its employees an alternative day in the four week cycle may be the RDO. If requested by the employees, the employer must inform the employee's representative at least five working days before the agreement is implemented.</p>	<p>construction workers, the RDO will be the fourth Monday in the cycle.</p> <p>(ii) By agreement in writing between an employer and its employees an alternative day in the four week cycle may be the RDO. If requested by the employees, the employer must inform the employee's representative at least five working days before the agreement is implemented.</p>
<p><b>30. Breaks</b></p> <p><b>30.1 Meal breaks</b></p> <p>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.</p> <p><b>30.2 Variation of meal breaks</b></p> <p>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.</p> <p><b>30.3 Daily rest breaks</b></p> <p>There will be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 am and 11.00 am.</p>	<p><b>16. Breaks</b></p> <p><b>16.1 Unpaid meal breaks</b></p> <p>An employee will be entitled to an unpaid meal break of at least 30 minutes between noon and 1.00 pm. Work and working time will stop during the meal break.</p> <p><b>16.2 Variation of meal breaks</b></p> <p>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 finish of work.</p> <p><b>16.3 Paid rest period</b></p> <p>An employee will be entitled to a paid rest period of 10 minutes between 9.00 am and 11.00 am.</p>
<p><b>30.4 Overtime rest breaks</b></p> <p>(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.</p> <p>(b) In the event of an employee remaining at work after the usual ceasing time without taking the rest break of 20 minutes and</p>	<p><b>16.5 Overtime rest breaks</b></p> <p>(a) When an employee is required to work overtime after their usual finishing time for the day for two hours or more, the employee will be allowed a paid rest break of 20 minutes in duration immediately after their usual finishing time and thereafter, after each four hours of continuous work, the employee will be allowed to take also a paid rest break of 30 minutes in duration.</p> <p>(b) In the event of an employee remaining at work after their usual finishing time without taking the paid rest break of 20 minutes and continuing at work for a period of two hours or more, the employee</p>

<p>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.</p> <p>(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.</p> <p>(d) Clauses 30.3 and 30.4(a) will not be applicable in the case of an employee who is allowed the rest periods prescribed by clauses 21.7(k) and 21.7(f).</p> <p>(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.</p>	<p>will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.</p> <p>(c) For the purpose of clause 16.5, <b>usual finishing time</b> is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 15—Ordinary hours of work over a four week work cycle.</p> <p>(d) Clauses 16.3 and 16.5(a) do not apply in the case of an employee who is allowed the rest periods prescribed by clauses 20.6(k) and 20.6(f).</p> <p>(e) Where an agreement is reached pursuant to clause 16.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.</p>
<p><b>30.5 Breaks between working days</b></p> <p>(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.</p> <p>(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.</p> <p>(c) An employee who has worked continuously (except for work breaks allowed by this award) for 20 hours including holiday</p>	<p><b>16.7 Breaks between working days</b></p> <p>(a) If an employee works so much overtime between the end of work on one day and the start of work on the next day that they do not have a break of at least 10 consecutive hours, the employer will:</p> <p>(i) release the employee after the end of the overtime until the employee has had at least 10 consecutive hours off duty; and</p> <p>(ii) pay the employee for any ordinary working time that falls within the period of absence.</p> <p>(b) If an employee works on a Saturday, Sunday or public holiday and does not have a break of 10 consecutive hours in the 24 hours preceding their ordinary starting time on their next ordinary day, the employer will:</p> <p>(i) release the employee after the end of the overtime until the employee has had at least 10 consecutive hours off duty; and</p> <p>(ii) pay the employee for any ordinary working time that falls within the period of absence.</p> <p>(c) If the employer requires an employee referred to in clause 16.7(a) or clause 16.7(b) to resume or continue work, and the employee has not had 10 consecutive hours off duty, the employer must:</p>

<p>work will not be required to continue at or recommence work for at least 12 hours.</p>	<ul style="list-style-type: none"> <li>(i) pay the employee at <b>200%</b> of the ordinary hourly rate until the employee is released from duty for 10 consecutive hours; and</li> <li>(ii) once the employee is released from duty, pay the employee for any ordinary working time that falls within the period of absence.</li> <li>(d) 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.</li> </ul>
<p><b>31. Service work, on call and call back</b></p> <p><b>31.1 Service work—fire sprinkler fitter employee</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) The calculation of the period of time of duty will include only the time reasonably occupied in travel or work between the time of the employee’s departure from their normal place of residence and the time of their return thereto provided that: <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul> </li> </ul>	<p><b>17. Service work, on call and call back</b></p> <p><b>17.1 Service work—fire sprinkler fitter employee</b></p> <ul style="list-style-type: none"> <li>(a) A fire sprinkler fitter employee required to perform service work outside ordinary working hours for breakdown, accident or other emergency work must be paid at <b>200%</b> of the ordinary hourly rate.</li> <li>(b) The calculation of the period of time of duty will include only the time reasonably occupied in travel or work between the time of the employee’s departure from their normal place of residence and the time of their return thereto provided that: <ul style="list-style-type: none"> <li>(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 <b>200%</b> of the ordinary hourly rate; and</li> <li>(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.</li> </ul> </li> </ul>
<p><b>31.2 On call—fire sprinkler fitter employee</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) Permanent stand-by on roster—an additional 6.8% of the weekly standard rate per week of seven days.</li> </ul>	<p><b>17.2 On call—fire sprinkler fitter employee</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) permanent stand-by on roster—an additional <b>\$52.01</b> per week of seven days;</li> <li>(b) for other than permanent stand-by on roster, each Monday to Friday</li> </ul>

<p>(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.</p> <p>(c) An employee’s telephone rental must be paid for by the employer.</p>	<p>on call—an additional <b>\$5.35</b> per night, and for each Saturday, Sunday or public holiday on call an additional <b>\$38.25</b> per day; and</p> <p>(c) payment for the cost of the employee’s telephone rental.</p>											
<p><b>31.3 Call-back and rest period</b></p> <p>Overtime worked in the circumstances specified in clauses 31.1, 31.2 and 33.3 will not be regarded as overtime for the purposes of clause 33—Overtime, where the actual time worked is less than four hours on such recall or on each of such recalls.</p> <p><b>31.4 Use of employee’s vehicle</b></p> <p>When an employee’s vehicle is used for call out at the request of the employer a payment of \$0.78 per kilometre will be made.</p>	<p><b>17.3 Call-back and rest period</b></p> <p>Overtime worked in the circumstances specified in clauses 17.1, 17.2 and 21.2 will not be regarded as overtime for the purposes of clause 21—Overtime, where the actual time worked is less than four hours on such recall or on each of such recalls.</p> <p><b>17.4 Use of employee’s vehicle</b></p> <p>When an employee’s vehicle is used for call out at the request of the employer a payment of <b>\$0.78</b> per kilometre will be made.</p>											
<p><b>32. Penalty rates</b></p> <p><b>32.1 Weekend work</b></p> <p>(a) All employees who are directed by the employer to work ordinary hours between midnight on a Friday and midnight on a Saturday will receive:</p> <p>(i) plumbing and mechanical services in Victoria - a 50% loading calculated on their minimum hourly rate of pay for the first ordinary hour worked provided that this clause will cease to operate on 31 December 2014; or</p> <p>(ii) all other employees - a 50% loading calculated on their minimum hourly rate of pay for the first two ordinary hours worked; and</p> <p>(iii) a 100% loading calculated on their minimum hourly rate of pay for the remaining ordinary hours worked thereafter.</p> <p>(b) All employees who are directed by the employer to work ordinary hours between midnight on a Saturday and midnight</p>	<p><b>Part 5—Overtime and Penalty Rates</b></p> <p><b>22. Penalty rates</b></p> <p><b>22.1 Weekend work</b></p> <p>(a) An employee required to work ordinary hours on Saturday or Sunday will be paid in accordance with the following table:</p> <table border="1" data-bbox="1240 1002 2051 1209"> <thead> <tr> <th colspan="2">Day</th> <th>% of the ordinary hourly rate</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Saturday</td> <td>First two hours</td> <td>150</td> </tr> <tr> <td>After 2 hours</td> <td>200</td> </tr> <tr> <td colspan="2">Sunday</td> <td>200</td> </tr> </tbody> </table> <p>(b) An employee required to work overtime on Saturday or Sunday will be paid in accordance with clause 21—Overtime.</p> <p>(c) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause 16.1 and a daily rest break in accordance with clause 16.3.</p>	Day		% of the ordinary hourly rate	Saturday	First two hours	150	After 2 hours	200	Sunday		200
Day		% of the ordinary hourly rate										
Saturday	First two hours	150										
	After 2 hours	200										
Sunday		200										

<p>on a Sunday will receive a 100% loading calculated on their minimum hourly rate of pay for such ordinary hours worked.</p> <p>(c) All employees who are required to work overtime on a weekend will be paid in accordance with clause 33.</p> <p>(d) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause 30.1 and a daily rest break in accordance with clause 30.3.</p>	
<p><b>32.2 Shiftwork</b></p> <p>(a) Where an employee is:</p> <p>(i) given no less than 48 hours notice prior to the commencement of shiftwork by the employer: and</p> <p>(ii) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for five or more consecutive shifts:</p> <p>the employee will receive a loading of 33% calculated on their ordinary hourly rate of pay for such ordinary hours worked.</p> <p>(b) Where an employee is:</p> <p>(i) given less than 48 hours notice prior to the commencement of shiftwork by the employer; or</p> <p>(ii) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than five consecutive shifts;</p> <p>the employee will receive a loading of 50% for the first two hours and 100% thereafter calculated on their minimum hourly rate of pay for such ordinary hours worked.</p> <p>(c) Where an employee, after having worked a shift, finishes at a time when reasonable means of transport are not available, the employer will provide the employee with a conveyance to their home or pay the employee their current wage for the time reasonably spent occupied in reaching their home.</p>	<p><b>22.2 Shiftwork</b></p> <p>(a) An employee who is required to work ordinary hours on Monday to Friday for five or more consecutive shifts must be paid:</p> <p>(i) where the employee is given at least 48 hours' notice prior to the start of the shiftwork—<b>133%</b> of the employee's ordinary hourly rate; or</p> <p>(ii) where the employee is given less than 48 hours' notice prior to the start of shiftwork—<b>150%</b> of the employee's ordinary hourly rate for the first two hours and <b>200%</b> of the employee's ordinary hourly rate thereafter.</p> <p>(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 the employee their current wage for the time reasonably spent occupied in reaching their home.</p> <p>(c) An employee directed to work ordinary hours in accordance with this clause will be allowed:</p> <p>(i) an unpaid meal break of not less than 30 minutes, to be taken no more than five hours after the commencement of the employee's shift; and</p> <p>(ii) a paid rest break of not more than 10 minutes, to be taken no more than two hours after the commencement of the employee's shift.</p>

<p>(d) An employee directed to work ordinary hours in accordance with this clause will be allowed:</p> <p>(i) an unpaid meal break of not less than 30 minutes, to be taken no more than five hours after the commencement of the employee's shift; and</p> <p>(ii) a paid rest break of not more than 10 minutes, to be taken no more than two hours after the commencement of the employee's shift.</p>	
<p><b>32.3 Public holidays</b></p> <p>(a) All employees who are directed to work ordinary hours on a public holiday or substitute days as prescribed in clause 37—Public holidays, will receive a 150% loading calculated on their minimum hourly rate of pay, for such ordinary hours worked.</p> <p>(b) A plumbing and mechanical services employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.</p> <p>(c) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause 30.1 and a daily rest break in accordance with clause 30.3.</p>	<p><b>22.3 Public holidays</b></p> <p>(a) All employees who are directed to work ordinary hours on a public holiday or substitute days as prescribed in clause 26—Public holidays, will be paid at <b>250%</b> of the ordinary hourly rate for their classification, for such ordinary hours worked.</p> <p>(b) A plumbing and mechanical services employee required to perform any work on a public holiday will be given at least four hours' work or paid for four hours at the appropriate rate.</p> <p>(c) An employee directed to work ordinary hours in accordance with clause 22.3 will be allowed a meal break in accordance with clause 16.1 and a daily rest break in accordance with clause 16.3.</p>
<p><b>32.4 Loadings</b></p> <p>(a) All loadings will be exclusive of each other (i.e. only one loading will be payable at any given time).</p> <p>(b) Loadings will not apply where overtime is payable.</p>	<p><b>22.4 Loadings</b></p> <p>(a) All loadings will be exclusive of each other (i.e. only one loading will be payable at any given time).</p> <p>(b) Loadings will not apply where overtime is payable.</p>
<p><i>Clauses 33.1 and 33.2 have been merged together – transitional provisions removed</i></p> <p><b>33. Overtime</b></p> <p><b>33.1 General overtime provision</b></p> <p>(a) In respect of all time worked beyond the ordinary hours of</p>	<p><i>Clauses 33.1 and 33.2 have been merged together – transitional provisions removed</i></p> <p><b>21. Overtime</b></p> <p><b>21.1 General overtime, weekend and public holiday work</b></p> <p>(a) All overtime worked must be paid for in accordance with the following table:</p>

<p>work as prescribed in clause 29—Ordinary hours of work over a four week work cycle, employees must be paid:</p> <p>(i) plumbing and mechanical services employees—150% for the first two hours and 200% thereafter;</p> <p>(ii) plumbing and mechanical services employees in Victoria—150% for the first hour and 200% thereafter, provided that this clause will cease to operate on 31 December 2014;</p> <p>(iii) sprinkler fitter employees—150% for the first two hours and 200% thereafter.</p> <p>(b) Work commenced after midnight and prior to the commencement of ordinary hours must be paid for at the rate of 200%.</p> <p><b>33.2 Weekend and public holiday overtime and breaks</b></p> <p>(a) Overtime worked on a Saturday must be paid for at the rate of:</p> <p>(i) Plumbing and mechanical services and irrigational installer employees in Victoria—150% for the first hour and 200% thereafter provided that this clause will cease to operate on 31 December 2014;</p> <p>(ii) Plumbing and mechanical services and irrigation installer employees (other)—150% for the first two hours and 200% thereafter; and</p> <p>(iii) Sprinkler fitter employees—200%, provided that all time worked after 12 noon must be paid for at 200%.</p> <p>(b) Overtime worked on a Sunday must be paid for at the rate of 200%.</p> <p>(c) An employee required to work overtime on a public holiday must be paid for at the rates of 250%.</p>	<p><b>Day</b></p> <p><b>% ordinary hourly rate</b></p>		
	Monday to Friday—all employees	First two hours	150
		After two hours	200
	Saturday—sprinkler fitters		200
	Saturday—plumbing and mechanical services employees, irrigation installer employees	First two hours	150
		After two hours	200
		After 12 noon	200
	Sunday—all employees		200
	Public holidays—all employees		250
	Work commenced after midnight and before start of ordinary hours		200



<p>(d) An employee required to work on a Saturday will be afforded at least three hours of work.</p> <p>(e) An employee required to work on a Sunday or a public holiday will be afforded at least four hours of work.</p> <p>(f) Clauses 33.2(d) and 33.2(e) will not apply in circumstances where the employee is recalled to work in accordance with clause 33.3—Call-back.</p>	<p>(b) An employee required to work on a Saturday will be given at least three hours of work.</p> <p>(c) An employee required to work on a Sunday or a public holiday will be given at least four hours of work.</p> <p>(d) Clauses 21.1(b) and 21.1(c) will not apply in circumstances where the employee is recalled to work in accordance with clause 21.2—Call-back.</p>
<p>(g) An employee working overtime on a Saturday, Sunday or public holiday will be allowed a paid rest period of 10 minutes. This rest period will be paid for as though worked.</p>	<p>(e) An employee working overtime on a Saturday, Sunday or public holiday will be allowed a paid rest period of 10 minutes. This rest period will be paid for as though worked.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>(f) An employee working on a Saturday, Sunday or public holiday will be allowed a paid meal break in accordance with clause 16.6.</p>
<p>(h) An employee working on a Saturday, Sunday or public holiday will be allowed a paid meal break of 20 minutes after four hours of work, to be paid at the relevant overtime rate of pay, but this will not prevent any arrangement being made for a 30 minute meal period, the time in addition to the paid 20 minutes being without pay. In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid rest break of 30 minutes payable at the relevant overtime rate.</p>	<p><b>16.6 Overtime meal breaks</b></p> <p>(a) An employee working on a Saturday, Sunday or public holiday will be allowed a paid meal break of 20 minutes after four hours of work, to be paid at the relevant overtime rate in clause 21—Overtime, but this will not prevent any arrangement being made for a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.</p> <p>(b) In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid rest break of 30 minutes payable at the relevant overtime rate in clause 21—Overtime.</p>
<p><b>33.3 Call-back</b></p> <p>(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</p> <p>(i) plumbing and mechanical services employees for a minimum of three hours work;</p> <p>(ii) sprinkler fitter employees—for a minimum of four hours work.</p> <p>Except in the case of unforeseen circumstances arising the</p>	<p><b>21.2 Call-back</b></p> <p>(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</p> <p>(i) plumbing and mechanical services employees—for a minimum of three hours’ work;</p> <p>(ii) sprinkler fitter employees—for a minimum of four hours’ work.</p> <p>Except in the case of unforeseen circumstances arising the employee</p>

<p>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.</p> <p>(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.</p>	<p>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.</p> <p>(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.</p>
<p><b>33.4 Working during meal break</b></p> <p>If an employer requires an employee to work through their normal meal break the employee must be paid at the rate:</p> <p>(a) Plumbing and mechanical services employees—200%;</p> <p>(b) Sprinkler fitter employees—150%,</p> <p>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.</p>	<p><b>21.3 Working during meal break</b></p> <p>If an employer requires an employee to work through their normal meal break the employee must be paid at the rate of:</p> <p>(a) Plumbing and mechanical services employees—<b>200%</b> of the employee's ordinary hourly rate;</p> <p>(b) Sprinkler fitter employees—<b>150%</b> of the employee's ordinary hourly rate,</p> <p>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.</p>
<p><b>33.5 Restriction on overtime for apprentices</b></p> <p>No apprentice under the age of 18 years will be required to work overtime unless the employee so desires. No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent their attendance at Registered Training Organisation, as required by any statute, award or regulation applicable to them.</p> <p><b>33.6 Transport after overtime or holiday work</b></p> <p>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.</p>	<p><b>21.4 Restriction on overtime for apprentices</b></p> <p>(a) No apprentice under the age of 18 years will be required to work overtime unless the employee chooses to do so.</p> <p>(b) No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent their attendance at Registered Training Organisation, as required by any statute, award or regulation applicable to them.</p> <p><b>21.5 Transport after overtime or holiday work</b></p> <p>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.</p>

<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>34. Annual leave</b></p> <p>Annual leave is provided for in the NES.</p>	<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>23. Annual leave</b></p> <p><b>23.1</b> Annual leave is provided for in the NES.</p>
<p><b>34.1 Leave entitlement</b></p> <p>(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.</p> <p>(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.</p> <p><b>34.2 Payment for annual leave</b></p> <p>(a) Section 90 of the Act prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.</p> <p>(b) In addition to the payment provided for in s.90 of the Act an employer is required to pay an additional leave loading of 17.5% of that payment, calculated on the rates, loadings and allowances prescribed by clauses 20—Minimum wages, 21.1—All-purpose allowances and 21.8—Fares and travelling time.</p>	<p><b>23.2 Leave entitlement</b></p> <p>(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.</p> <p>(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.</p> <p><b>23.3 Payment for annual leave</b></p> <p>(a) Section 90 of the Act prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.</p> <p>(b) In addition to the payment provided for in s.90 of the Act an employer is required to pay an additional leave loading of <b>17.5%</b> of that payment, calculated on the rates, loadings and allowances prescribed by clauses 18—Minimum wages, 20.1—All-purpose allowances and 20.9—Expense-related allowances—fares and travelling time.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p>
<p><b>34.3 Annual close-down</b></p> <p>(a) An employer giving any leave in conjunction with the Christmas and New Year holidays may either:</p> <p>(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</p>	<p><b>23.4 Annual close-down</b></p> <p>(a) An employer giving any leave in conjunction with the Christmas and New Year holidays may either:</p> <p>(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</p>

<p>(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.</p> <p>(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.</p>	<p>(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.</p> <p>(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.</p>
<p><b>35. Personal/carer's leave and compassionate leave</b> Personal/carer's leave and compassionate leave are provided for in the NES.</p> <p><b>36. Community service leave</b> Community service leave is provided for in the NES.</p>	<p><b>24. Personal/carer's leave and compassionate leave</b> Personal/carer's leave and compassionate leave are provided for in the NES.</p> <p><b>27. Community service leave</b> Community service leave is provided for in the NES.</p>
<p><b>37. Public holidays</b></p> <p><b>37.1</b> Public holidays are provided for in the NES</p> <p><b>37.2</b> By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in s.115 of the Act.</p>	<p><b>26. Public holidays</b></p> <p><b>26.1</b> Public holiday entitlements are provided for in the NES.</p> <p><b>26.2</b> By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in s.115 of the Act.</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p><b>26.3 Part-day public holidays</b></p> <p>For provisions in relation to part-day public holidays see Schedule K—2015 Part-day Public Holidays.</p>
<p><b>Schedule A—Transitional Provisions</b></p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p><b>Schedule B—Classification Structure and Definitions</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Schedule A—Classification Definitions</b></p> <p><i>Provision not reproduced - no change</i></p>

<p><b>Schedule C —School-based Apprentices</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Schedule G—School-based Apprentices</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>Schedule D —National Training Wage</b></p> <p><b>Appendix D1: Allocation of Traineeships to Wage Levels</b></p> <p><i>Provision not reproduced</i></p>	<p><b>Schedule I—National Training Wage</b></p> <p><i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p><a href="#">Link to comparison document</a></p>
<p><b>Schedule E —Supported Wage System</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Schedule J—Supported Wage System</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>Schedule F —2015 Part-day Public Holidays</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Schedule K—2015 Part-day Public Holidays</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule C—Summary of Hourly Rates of Pay—Plumbing and Mechanical Services Employees and Irrigation Installer Employees</b></p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule D—Summary of Hourly Rates of Pay—Sprinkler Fitting Employees</b></p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule E—Summary of Hourly Rates of Pay—Apprentice Rates</b></p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule F—Summary of Monetary Allowances</b></p> <p><i>Provision not reproduced</i></p>