

The Plumbing and Fire Sprinklers Award—Exposure Draft was first published on 26 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
5 January 2017	Incorporate changes resulting from PR580863	Schedule J
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579801 , PR579541 and PR581528	17.2,17.4, 18, 21, Schedule C, Schedule D, Schedule E Schedule F, Schedule I
	Incorporate changes resulting from PR583048	24, Schedule K, Schedule L
	Incorporate changes resulting from PR584130	22.6, Schedule M
	Incorporates feedback from the parties at the hearing on 6 December 2016 (Transcript)	2, 12.1
	Exposure Draft	
26 March 2018	Incorporate changes resulting from PR588648	19.5,19.6
	Correct error	22.6(c)
	Note added	Schedule C
	Incorporate change resulting from PR583048	24.9(a)
	Incorporates changes resulting from [2017] FWCFB 3500 , PR592689 , PR592295	21, Schedule C, Schedule D, Schedule E, Schedule F, Schedule I
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 2, 24, 30.6 (deleted),
	Incorporates changes resulting from PR593826	18.6, Schedule I
	Correct error	F.1.2
	Correct errors	F.1.2
	Incorporate changes resulting from PR598110	Schedule J
	Incorporates change resulting from [2018] FWCFB 1548	11.3(b), 13.14(d),12.1, 12.2, 19, 21.3(f), 22.7, 22.8, 23.1, 23.2, Schedule C, Schedule D
	Exposure Draft	
22 March 2019	Incorporates changes resulting from [2018] FWCFB 3500 , PR606360 , PR606517 , PR606630	17.2,17.4, 18, 21, Schedule C, Schedule D, Schedule E, Schedule F, Schedule I
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609353	27A

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Publication date	Reason for amendments	Clauses affected
	Incorporates changes resulting from PR701683	Schedule J
	Incorporates changes resulting from [2018] FWCFB 6863, PR701436	6
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Incorporates changes resulting from [2018] FWCFB 4175	11.3(b), 13.14(d), 16.5, 16.6, 22.7, 22.8, 21.3(f)
	Administrative changes by Modern Awards team	18.8 (deleted), 19, 18.6
	Exposure Draft	
29 January 2020	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	21
	Incorporating changes resulting from [2018] FWCFB 1548 and [2018] FWCFB 4175	12.3 (deleted)
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.3 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548 , PR707009	34.4(d)
	Incorporating changes resulting from [2019] FWCFB 3500, PR707446, PR707644, PR709080	18, 21, Schedule I
	Incorporates changes resulting from [2019] FWCFB 5144 at [113]	27A (deleted), 28
	Incorporating changes resulting from [2019] FWCFB 5145, PR712198	7, 29, Schedule J
	Incorporates changes resulting from [2019] FWCFB 5409	2, 4.4, 4.5, 18, 18.1, 21, 22.7(d), Schedule B, Schedule E, Schedule F
	Administrative changes made by Modern Awards team to the document structure Part and clause titles, and clause content in accordance with [2019] FWCFB 5409 at [6] and Attachment A	1.3, 2, 5 (deleted), 7, 9, 10, 11, 12, 13, 15, 18, 19.6, 21, 22, 23, 24, 27, 28, 29, 33, 34, Schedule A, Schedule C, Schedule D, Schedule E
	Incorporates changes resulting from [2019] FWCFB 6572 and PR712689 .	5, 30, 31, 32, 33
	Incorporating changes resulting from [2019] FWCFB 6935	F.1.1
	Incorporating changes resulting from [2019] FWCFB 8491, PR715086	Schedule J

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Publication date	Reason for amendments	Clauses affected
	Incorporates changes resulting from PR593826	Schedule I—National Training Wage Schedule (deleted)
	Administrative changes made by Modern Awards team.	21.1, F.1.1, F.3
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 19

EXPOSURE DRAFT

Plumbing and Fire Sprinklers Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Plumbing and Fire Sprinklers Award 2010* (the Plumbing award) as at 26 May 2016 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Plumbing award. Instead, it has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/280](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have not been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

Previous clause 1.3 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35]. New clause 1.3 moved from clause 5 in accordance with [\[2019\] FWCFB 5409](#) at [6].

- 1.1** This award is the *Plumbing and Fire Sprinklers Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- ~~**1.3** 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.~~
- ~~**1.3** 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.~~

2. Definitions

Clause 2 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth).

adult apprentice is defined in clause 13.14(a).

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—All-purpose rates of pay.

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~~ 6 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.

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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 is defined in clause 4.2(b).

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.

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

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- (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.

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 [Act](#).

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 is defined in clause 4.2(a).

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.

shiftworker 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 23.2—Shiftwork.

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

standard rate means the minimum hourly/weekly ~~wage-rate~~ for the Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 in clause 18.1.

trainee apprenticeship 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.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

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- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 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.

4. Coverage

Clauses 4.4 and 4.6 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 This industry and occupational award covers:
- (a) employers throughout Australia in the industry of the provision of plumbing and/or fire sprinkler fitting services by contract and their employees in the classifications listed in Schedule A—Classification Definitions; and
 - (b) employers throughout Australia with respect to their employees engaged in the occupations of plumbing and/or fire sprinkler fitting classifications within Schedule A—Classification Definitions, and to those employees.
- 4.2 For the purpose of clause 4.1:
- (a) **plumbing** means plumbing, gasfitting, roof plumbing, lead burning, ship plumbing, heating, airconditioning or ventilation plumbing, irrigation installation, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:
 - (i) sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;
 - (ii) lead, wrought, cast or sheet iron, copper, brass or other classes of pipework;
 - (iii) water (hot or cold), steam, gas, air, vacuum, heating or ventilating appliances, fittings, services or installations; or
 - (iv) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.
 - (b) **fire sprinkler fitting** means the erection, fitting, fixing, altering, 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.
- 4.3 This award does not cover an employer bound by a modern industry award that contains plumbing and fire sprinkler fitting classifications.
- 4.4 This award covers any employer which supplies labour on an on-hire basis in the [plumbing and fire sprinkler fitting](#) industries ~~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

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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.

- 4.5 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.
- 4.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the plumbing and fire sprinkler fitting industries, parts of those industries 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.
- 4.7 This award does not cover:
- (a) an employee excluded from award coverage by the Act; or
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.8 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.

Effect of variations made by the Fair Work Commission

Clause 5 deleted as a result of re-structure [\[2019\]FWCFB 5409](#) at [6].

5. Individual flexibility arrangements

Clause 5 substituted in accordance with [\[2019\]FWCFB 6572](#) and [PR712689](#).

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or

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- (d) allowances; or
 - (e) annual leave loading.
 - 5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
 - 5.3 An agreement may only be made after the individual employee has commenced employment with the employer.
 - 5.4 An employer who wishes to initiate the making of an agreement must:
 - (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
 - 5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
 - 5.6 An agreement must do all of the following:
 - (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
 - 5.7 An agreement must be:
 - (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
 - 5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
 - 5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.
 - 5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
 - 5.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).

- 5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 32—Dispute resolution.

7. Facilitative provisions

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712198](#).

7.1 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.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
15.3	Early start	The employees

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Clause	Provision	Agreement between an employer and:
15.4	Alternative methods of arranging ordinary hours and rostered days off	A majority of employees
15.5(c)	General exception for employers of fewer than 15 (not working alongside other building and construction workers)	An individual employee
15.5(e)(ii)	Rostered days off for employees not working alongside other building and construction workers	The employees
15.5(f)(ii)	Rostered days off for employee working alongside other building and construction workers	The employees
16.2	Variation of meal breaks	A majority of employees
22.3	Working during meal break	An individual employee
22.6	Time off instead of payment for overtime	An individual employee
24.5	Annual leave in advance	An individual employee
24.6	Cashing out of annual leave	An individual employee
29.2_29.3	Public holidays—substitution	A majority of employees <u>An individual employee</u>

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

- (a) daily hire employees (plumbing and mechanical services classifications only);
- (b) weekly hire employees;
- (c) casual employees.

8.2 At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are engaged as daily hire, weekly hire or casual employees.

9. Daily hire employees (plumbing and mechanical services classifications only)

- 9.1** 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.
- 9.2** Clause 9 will not apply to employees engaged as apprentices.
- 9.3** The following provisions will apply to daily hire employees:
- (a) One day's notice of termination of employment will be given by either party or one day's pay must be paid or forfeited;
 - (b) Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work;
 - (c) A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools; and
 - (d) Nothing in ~~this~~ clause 9 will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

10. Weekly hire employees

- 10.1** Weekly hire employment is subject to the notice provisions in clause 33—Termination of employment.
- 10.2** A full-time weekly hire employee works an average of 38 ordinary hours per week.

11. Part-time employees

- 11.1** 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.
- 11.2** 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.
- 11.3** Before commencing a period of part-time employment the employee and the employer will agree in writing:
- (a) that the employee may work part-time;
 - (b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing and finishing times for the work;
 - (c) upon the classification applying to the work to be performed; and
 - (d) upon the period of part-time employment.
- 11.4** The terms of an agreement may be varied, in writing, by consent of the parties.

- 11.5 The employer will provide the employee with a copy of the agreement and any variation to it.

12. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Clause 12.2 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

Consequential deletion of clause 12.3 as a result of [\[2018\] FWCFB 1548](#) at [586] and [\[2018\] FWCFB 41751](#) at [351].

- 12.1 A casual employee is an employee engaged and paid as such and works less than an average of 38 ordinary hours or ~~five-5~~ days per week over any ~~two-2~~ successive weeks.
- 12.2 In addition to the hourly minimum ~~wage-rate~~ 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-rate~~ with a minimum payment as for ~~three-3~~ hours of employment. The penalty ~~rate~~ prescribed in ~~this~~ 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.

~~12.3 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.~~

~~12.4~~12.3 Casual conversion to full-time or part-time employment

- (a) A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of ~~six-6~~ months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- (b) Every employer of such an employee must give the employee notice in writing of the provisions clause 12.3 within ~~four-4~~ weeks of the employee having attained such period of ~~six-6~~ months. The employee retains their right of election under ~~this~~ clause 12.3 if the employer fails to comply with clause 12.3(b).
- (c) Any such casual employee who does not within ~~four-4~~ weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 12.3(a), on receiving notice under clause 12.3(b) or after the expiry of the time for giving such notice, may give ~~four-4~~ weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within ~~four-4~~ weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.

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- (e) Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 12.3(d), the employer and employee must, subject to clause 12.3(d), discuss and agree on:
 - (i) which form of employment the employee will convert to (full-time or part-time); and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 11—Part-time employees.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 12.3(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 12.3(a) as if the reference to ~~six-6~~ months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any agreement reached must be kept by the employer as a time and wages record. Any agreement reached with an individual employee may only be reached within the ~~two-2~~ months prior to the period of ~~six-6~~ months referred to in clause 12.3(a).
- (k) For the purposes of ~~this~~ clause 12.3, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- (l) An employee must not be engaged and re-engaged to avoid any obligation under this award.

13. Apprenticeship

- 13.1 Subject to the provisions of this award, an employer may employ apprentices in the trade or occupation of plumbing and fire sprinkler fitting in all States and Territories.

13.2 For the purpose of clause 13, **training agreement** includes the contract of apprenticeship, training agreement or indenture.

13.3 Travel expenses during block release training—sprinkler fitters

- (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.
- (b) The employer will also arrange suitable accommodation to be available at no cost to the apprentice.

13.4 Contract of apprenticeship/training agreement/indenture

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~~ 4 years comprising of off-the-job and on-the-job training to complete the plumbing or fire sprinkler fitting apprenticeship.

13.5 Cancellation or suspension of training agreement

- (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.
- (b) A trainee apprenticeship may be terminated by either party giving:
 - (i) ~~two~~ 2 weeks' notice of termination; or
 - (ii) notice of termination in accordance with the [NES](#);whichever is the greater.

13.6 Transfer of training agreement

- (a) An apprentice may, with the consent of the parties to the training agreement, transfer their training agreement to another employer.
- (b) Irrespective of the number of different employers taking the apprentice for a term, all terms will be regarded as:
 - (i) one continuous term; and
 - (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.

13.7 Period of apprenticeship

All apprentices under this award will be apprenticed for a nominal period of ~~four~~ 4 years of training.

13.8 Hours

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

13.9 Overtime and shiftwork

- (a) No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they choose to do so.
- (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.

13.10 Payment by results

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

13.11 Lost time

- (a) Subject to any relevant State or Territory law, the apprentice will, for every day of absence from their work during any year of the 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.
- (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.

13.12 Attendance at a Registered Training Organisation

- (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.
- (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.

13.13 Training fees and textbooks

- (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~~6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within ~~three~~3 months of the

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registered training organisation commencing training, whichever is the later, unless there is unsatisfactory progress;

- (b) Direct payment of the fees and textbooks, within ~~six~~ 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 13.13(a) above.

13.14 Adult apprentices

(a) **Definition**

For the purpose of this award, **adult apprentice** 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.

(b) **Application of general conditions of apprenticeship**

The provisions of this award apply to adult apprentices unless specifically otherwise provided.

(c) **Training credits**

Subject to the provisions of ~~this~~ clause 13, 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.

14. Classifications

The definitions of the classification levels in clause 18—Minimum rates are contained in Schedule A—Classification Definitions.

Part 3—Hours of Work

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

15.1 The average ordinary hours worked will be 38 per week for a ~~four~~ 4 week work cycle.

15.2 Ordinary working hours

- (a) Subject to the provisions of ~~this~~ clause 15, ordinary working hours will be worked in a 20 day, ~~four~~ 4 week cycle, Monday to Friday inclusive.
- (b) The roster will be comprised of 19 days of ~~eight~~ 8 hours with 0.4 of one hour each day worked accruing to be paid as a rostered day off (RDO) in each cycle.
- (c) Subject to clause 15.3—Early start and clause 23—Penalty rates, ordinary hours are worked between 7.00 am and 6.00 pm Monday to Friday inclusive.

15.3 Early start

- (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.
- (b) The daily rest breaks, meal breaks and finishing time must be adjusted accordingly.

15.4 Alternative methods of arranging ordinary hours and rostered days off

- (a) An employer and the majority of its employees may agree to an alternate method of arranging ordinary hours of work, and arranging RDOs.
- (b) Matters upon which agreement may be reached include:
 - (i) how the hours are to be averaged within a work cycle;
 - (ii) the duration of the work cycle, provided that such duration will not exceed ~~three~~ 3 months;
 - (iii) rosters which specify starting and finishing times;
 - (iv) substitution of RDOs;
 - (v) accumulation of RDOs;
 - (vi) arrangements which allow for flexibility in the taking of RDOs; and
 - (vii) the arrangement of ordinary hours which exceed ~~eight~~ 8 hours on any day, provided such hours are within the spread of hours in clauses 15.2(c) or 15.3.

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 29, the next working day will be taken as the RDO, unless an alternate day in that ~~four~~ 4 week cycle or the next ~~four~~ 4 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~~ 4 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.

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- (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 23—Penalty rates.

- (c) **General exception for employers of fewer than 15 (not working alongside other building and construction workers)**

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

- (d) **General exception for employers of 10 or fewer employees (not working alongside other building and construction workers)**

- (i) In respect of employers of 10 or fewer employees, an employee may be required to work on their scheduled RDO. In such cases the employee will nominate another day as their RDO to take off at mutual convenience.
- (ii) An employer will not change the scheduled RDO without prior notice of at least ~~five~~ 5 days.

- (e) **Rostered days off for employees not working alongside other building and construction workers**

- (i) In the case of all other employees not working alongside other building and construction workers the employer will nominate the day to be taken as the RDO being either:
 - the ~~third~~ 3rd Friday in the cycle;
 - the ~~fourth~~ 4th Monday in the cycle; or
 - the ~~fourth~~ 4th Friday in the cycle.
- (ii) By agreement between an employer and its employees an alternative day in the ~~four~~ 4 week cycle may be the RDO.

(f) Rostered days off for employee working alongside other building and construction workers

- (i) In the case of employees working alongside other building construction workers, the RDO will be the ~~fourth~~ 4th Monday in the cycle. |
- (ii) By agreement in writing between an employer and its employees an alternative day in the ~~four~~ 4 week cycle may be the RDO. If requested by the employees, the employer must inform the employee's representative at least ~~five~~ 5 working days before the agreement is implemented. |

16. Breaks

16.1 Unpaid meal breaks

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.

16.2 Variation of meal breaks

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

16.3 Paid rest period

An employee will be entitled to a paid rest period of 10 minutes between 9.00 am and 11.00 am.

16.4 Washing time breaks as paid time

- (a) An employee will be entitled to take ~~five~~ 5 minutes immediately before lunch and before finishing time to enable them to wash and put away gear which will count as time worked.
- (b) An employee who is using toxic substances as defined in clause 21.6(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.
- (c) Where an employee is engaged in hot work as defined in clause 21.6(k) or cold work as defined in clause 21.6(f) and the work continues for more than ~~two~~ 2 hours, the employee will be entitled to a 20 minute rest after every ~~two~~ 2 hours work which will count as time worked.

16.5 Breaks between working days

- (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:
 - (i) release the employee after the end of the overtime until the employee has had at least 10 consecutive hours off duty; and

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- (ii) pay the employee for any ordinary working time that falls within the period of absence.
- (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:
 - (i) release the employee after the end of the overtime until the employee has had at least 10 consecutive hours off duty; and
 - (ii) pay the employee for any ordinary working time that falls within the period of absence.
- (c) If the employer requires an employee referred to in clause 16.5(a) or clause 16.5(b) to resume or continue work, and the employee has not had 10 consecutive hours off duty, the employer must:
 - (i) pay the employee at **200%** of the ordinary hourly rate until the employee is released from duty for 10 consecutive hours; and
 - (ii) once the employee is released from duty, pay the employee for any ordinary working time that falls within the period of absence.
- (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.

17. Service work, on-call and call back

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

17.1 Service work—fire sprinkler fitter employee

- (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 **200%** of the ordinary hourly rate.
- (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:
 - (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~~2 hours at **200%** of the ordinary hourly rate; and
 - (ii) in the case of each subsequent call-back in the same day as for at least a period of one hour whether occurring within ~~two~~2 hours of the first call back or not.

17.2 On-call—fire sprinkler fitter employee

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

- (a) permanent stand-by on roster—an additional \$58.65 per week of ~~seven~~ 7 days;
- (b) for other than permanent stand-by on roster, each Monday to Friday on-call—an additional \$6.04 per night, and for each Saturday, Sunday or public holiday on-call an additional \$43.13 per day; and
- (c) payment for the cost of the employee’s telephone rental.

17.3 Call-back and rest period

Overtime worked in the circumstances specified in clauses 17.1, 17.2 and 22.2 will not be regarded as overtime for the purposes of clause 22—Overtime, where the actual time worked is less than ~~four~~ 4 hours on such recall or on each of such recalls.

17.4 Use of employee’s vehicle

When an employee’s vehicle is used for call out at the request of the employer a payment of \$0.78 per kilometre will be made.

Part 4—Wages and Allowances

18. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
 Clauses 18.1 and 18.6 amended in accordance with [\[2019\] FWCFB 5409](#) at [6] and [114].
 Clause 18 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

18.1 General

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.

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)	778.70	20.49
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three 3 months in the industry)	794.70	20.91

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Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	805.90	21.21
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))	818.50	21.54
Plumbing and mechanical services worker/Sprinkler fitting worker Level 2	862.50	22.70
Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1	862.50	22.70
Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2	889.50	23.41
Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 1	916.60	24.12
Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 2	941.10	24.77
Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 1	968.20	25.48
Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 2	988.80	26.02

NOTE: See Schedule C, Schedule D and Schedule E for summaries of hourly rates of pay including overtime and penalties/penalty rates.

See Schedule C, 0 and 0 for summaries of hourly rates of pay including overtime and penalties.

18.2 Apprentice ~~wages~~ rates

- (a) Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this award (including clause 21.9—Expense-related allowances—fares and travelling time), except clause 21.3(d)—Special fixed allowance, at the full rate unless otherwise prescribed by ~~this~~ clause 18.2 or clause 21—Allowances.

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(b) Apprentices engaged before 1 January 2014

For apprentices (not including adult apprentices) engaged before 1 January 2014, the minimum weekly ~~wage-rate~~ to be paid to apprentices will be the following percentages of the aggregate of:

- (i) the weekly minimum ~~wage-rate~~ 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 21.3(b)) and the tool allowance (clause 21.8(a)); or
- (iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 21.3(f)), the sprinkler fitters adjustment (clause 21.3(g)) and the applicable tool allowance (clause 21.8(a));

Apprentice	Plumbing apprentices %	Sprinkler pipe-fitting apprentices %
First-1st year	37.5	50
Second-2nd year	55	55
Third-3rd year	70	75
Fourth-4th year	90	90

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

Apprentice	%
First-1st year	41.5
Second-2nd year	61
Third-3rd year	77
Fourth-4th year	95.5

- (v) In addition to the weekly minimum ~~wage-rate~~ arising out of clause 18.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 21.3(b)(ii)), the full amount of the tool allowance (clause 21.8(a)), the industry allowance in clause 21.2(a), and if applicable, the fares allowance in clause 21.9(b) and/or the standard travelling time allowance in clause 21.9(c).

(c) Apprentices engaged on or after 1 January 2014

For apprentices (not including adult apprentices) engaged on or after 1 January 2014, the minimum weekly ~~wage-rate~~ to be paid to apprentices will be the following percentages of the aggregate of:

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- (i) the weekly minimum wage-rate 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 21.3(b)) and the tool allowance (clause 21.8(a)); or
- (iii) for sprinkler pipe-fitting apprentices: the industry disability allowance and space, height and dirt money allowance (clause 21.3(f)), the sprinkler fitters adjustment (clause 21.3(g)) and the applicable tool allowance (clause 21.8(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-1st year	50	55	50	55
Second-2nd year	60	65	60	65
Third-3rd year	70	70	75	75
Fourth-4th year	90	90	90	90

- (iv) A trainee apprentice will be paid the percentages of the weekly minimum wage-rate 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
	%	%
First-1st year	54	59
Second-2nd year	65	69
Third-3rd year	77	77
Fourth-4th year	95.5	95.5

- (v) In addition to the weekly minimum wage-rate arising out of clause 18.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 21.3(b)(i)), the full amount of the tool allowance (clause 21.8(a)), the industry allowance in clause 21.2(a), and if applicable, the fares allowance in clause 21.9(b) and/or the standard travelling time allowance in clause 21.9(d).

18.3 ~~Wages Rates~~—adult apprentices

(a) Sprinkler Fitter

- (i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay by virtue of entering into a training agreement.
- (ii) For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in clause 13.1.
- (iii) 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:
 - the federal minimum wage plus the full rate of industry disability allowance as prescribed; or
 - the amount prescribed for apprentices generally in clause 18.2;whichever is the greater.

(b) Plumbing and Mechanical

- (i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay as a result of entering into a training agreement.
- (ii) For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in clause 13.2.
- (iii) 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:
 - the federal minimum wage plus the full rate of clause 21.3(a)—Industry allowance; or
 - the amount prescribed for apprentices generally in clause 18.2;whichever is the greater.

18.4 School-based apprenticeship

For school-based apprentices, see Schedule G—School-Based Apprenticeship ~~School-based Apprenticeship~~.

18.5 Peak Sports Apprenticeships

See Schedule H—Peak Sports Apprenticeships ~~Peak Sports Apprenticeships~~.

18.6 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX10* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX10* as at 1 July 2018⁹. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX10* is to be read as referring to the *Plumbing and Fire Sprinklers Award 20XX10* and not the *Miscellaneous Award 20XX10*.

18.7 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule I—Supported Wage System ~~Support Wage System~~.

18.8 Higher duties

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

19. Payment of wages

Frequency of payment of wages is being considered in matter [AM2016/8](#).

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 19.1 All wages, allowances and other monies must be paid in cash or by cheque, bank cheque, electronic fund transfer, bank or similar transfer, or any combination of these.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 Where an employee is paid by cash or cheque and the employee is kept waiting for their wages on pay day for more than 15 minutes after the usual time of finishing

work, the employee must be paid at overtime rates after that 15 minutes for the duration spent waiting at the workplace for payment, with a minimum payment of 15 minutes.

Payment of wages on termination is being considered in matter [AM2016/8](#).

19.6 When notice is given in accordance with clause 33—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~~ 2 working days.

20. Superannuation

20.1 Superannuation legislation

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

20.2 Employer contributions

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

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) and (b) to one of the following superannuation funds or its successor:

- (a) Construction and Building Industry Super (Cbus);
- (b) Building Unions Superannuation (Queensland) (BUS(Q));
- (c) Aust(Q) Super;
- (d) AustralianSuper;
- (e) CareSuper;
- (f) Tasplan Super;
- (g) Building Employers Superannuation Trust;
- (h) Statewide Superannuation Trust;
- (i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (j) a superannuation fund or scheme which the employee is a defined benefit member of.

20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):

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

21. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

Clause 21 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

Administrative changes made by Modern Awards team to clause 21.1.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

21.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 21.

NOTE: See Schedule F—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

21.2 All-purpose allowances

(a) All-purpose allowances are:

- (i) payable for all purposes of the award;
- (ii) are part of the employee's regular weekly wage; and
- (iii) must be included as appropriate when calculating all payments including, but not limited to:
 - payments for overtime;
 - annual leave and annual leave loading;
 - personal leave;
 - compassionate leave;
 - community service leave;
 - penalty rates; and
 - payments on termination.

(b) The following allowances are paid for all purposes under this award:

- (i) Industry allowance (clause 21.3(a));
- (ii) Plumbing trade allowance (clause 21.3(b));
- (iii) Registration allowance (clause 21.3(c));
- (iv) Special fixed allowance (clause 21.3(d));
- (v) Fire sprinkler fitting trade allowance (clause 21.3(e));

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- (vi) Industry disability allowance and space, height and dirt money allowance—fire sprinkler fitter employees (clause 21.3(f));
- (vii) Sprinkler fitters adjustment (clause 21.3(g));
- (viii) Lost time loading—daily hire employees (clause 21.3(i)); and
- (ix) Leading hand allowance (clause 21.3(h)(i)).

21.3 Wage-related allowances—all-purpose allowances

(a) Industry allowance

All employees in the plumbing and mechanical services classifications must be paid an industry allowance of **\$31.91** per week to compensate for the following disabilities associated with construction work:

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

(b) Plumbing trade allowance

- (i) The plumbing trade allowance is a rounded-up allowance based on compensation for a number of the individual allowances covering particular types of work listed below.
- (ii) An employee in a classification at or exceeding plumbing and mechanical services tradesperson Level 1 and plumbing and mechanical services worker Level 2 must be paid the plumbing trade allowance of **\$25.88** 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 21.3(b), 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;

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- 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.

(v) The definitions of allowances are set out under clause 21.6.

(c) Registration allowance

An employee in a plumbing and mechanical tradesperson classification that is registered in accordance with the relevant State legislation must be paid a registration allowance of **\$34.50** per week to compensate for the responsibilities imposed by holding and maintaining registration.

(d) Special fixed allowance

(i) 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.

(ii) This allowance will not be adjusted.

(e) Fire sprinkler fitting trade allowance

(i) 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 21.3(b).

(ii) An employee in a classification at or exceeding Sprinkler fitting tradesperson Level 1 must be paid the sprinkler fitter trade allowance of **\$6.47** per week.

(iii) The sprinkler fitting trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described in clause 21.3(b).

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- (iv) Classifications below Sprinkler fitting tradesperson Level 1 must be paid the plumbing trade allowance on an incidence basis, calculated hourly, under clause 21.3(b).
- (v) For the purposes of ~~this paragraph clause~~ 21.3(e), the sprinkler fitting trade allowance has been structured to substitute for the following types of work:
 - Handling insulation material—**\$0.91** per hour (NOTE: [standard rate](#) is defined in the definitions clause of this award as the tradesperson Level 1 rate of pay);
 - Use of explosive powered tools—**\$1.73** per hour;
 - Using toxic substances—**\$0.91** per hour;
 - Working in close proximity to employees engaged in using toxic substances—**\$0.73**;
 - Working where fumes are present—rate as agreed;
 - Asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials—**\$2.45** per hour.

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

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

Allowances	\$ per week
Industry disability allowance	32.78
Space, height and dirt money	30.19

An apprentice sprinkler fitter is entitled to a percentage of the above allowance as specified in clause 18.2.

(g) Sprinkler fitters adjustment

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

Allowances	\$ per week
Sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above	28.46
Sprinkler fitting worker Level 1	24.15

(h) Leading hand allowance

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

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In charge of	\$ per week
Not more than 1 employee	20.70
2–5 employees	45.71
6–10 employees	58.65
Over 10 employees	77.63

(ii) The hourly rate prescribed in ~~this~~ clause 21.3(h) 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.

(i) **Lost time loading—Daily hire employees**

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~~ 8 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:

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

- the weekly minimum ~~wage~~ rate (clause 18.1—~~Minimum~~);
- the industry allowance (clause 21.2(b));
- the plumbing trade allowance (clause 21.3(b));
- the registration allowance (clause 21.3(c)); and
- the tool allowance (clause 21.8(a)).

(ii) 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:

- the weekly minimum ~~wage~~ rate (clause 18.1—~~Minimum~~);
- the industry allowance (clause 21.2(b));
- the plumbing trade allowance (clause 21.3(b)); and
- the tool allowance (clause 21.8(a)).

NOTE: classifications below tradesperson are not included in clause 21.3(i)(ii).

(iii) 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

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fall within clauses 21.3(i)(i) or 21.3(i)(ii), the rate of the allowance is the percentage of the sum of:

- the weekly minimum ~~wage-rate~~ (clause 18.1—~~Minimum~~);
- the industry allowance (clause 21.2(b)); and
- the plumbing trade allowance (clause 21.3(b)).

(iv) for an employee classified as a worker Level 1 the rate of allowance is the percentage of the sum of:

- the weekly minimum ~~wage-rate~~ (clause 18.1—~~Minimum~~); and
- the industry allowance (clause 21.2(b)).

21.4 Wage-related allowances—Allowances for responsibilities or skills not taken into account in rates of pay

(a) Employees accepting responsibility to statutory authorities

(i) An employee who is required by their employer to act on their plumber's licence or equivalent, must be paid an additional **\$1.18** per hour for every hour of their employment whether or not the employee has in any hour acted on such licence or certificate.

(ii) **Acting on their plumber's licence** will mean signing of notices and assuming responsibility to relevant authorities.

(b) Employee acting on welding certificate

(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:

- **\$0.68** per hour for oxy-acetylene welding; and
- **\$0.68** 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.

(c) Lead burning

A plumbing and mechanical services employee engaged in lead burning or lead work in connection with ~~this~~-clause_21.4 must be paid an additional **\$2.27** per hour.

(d) Ship work

An employee engaged on work in connection with ships must be paid an additional **\$1.59** per hour.

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(e) **First aid**

An employee who is qualified in first aid and is appointed by their employer to carry out first aid duties in addition to their usual duties must be paid an additional \$3.11 per day.

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

An employee will be paid \$7.42 per day extra while engaged in service work to compensate for the particular disabilities involved in such work.

(g) **Computing quantities**

(i) 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 \$5.18 per day or part thereof.

(ii) This allowance will not apply to an employee classified as a leading hand and receiving the allowance prescribed in clause 21.3(h).

(h) **Laser safety officer allowance**

~~This clause~~ Clause 21.4(h) will apply when laser safety equipment is utilised for work within the scope of this award.

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

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

(iii) 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 \$3.02 per day or part thereof whilst carrying out such duties.

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

21.5 Wage-related allowances—Other disability related allowances paid on a per incidence basis calculated hourly

(a) Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations 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 21.6.

Payable to all employees including those entitled to the allowance specified in clause 21.2(a):

- (i) Acid plants and chemicals works;
- (ii) Aluminum foil;
- (iii) Bitumen work;
- (iv) Cold work;
- (v) Cutting tiles;
- (vi) Hospitals and morgues;
- (vii) Hot work;
- (viii) Service shafts;
- (ix) Towers.

(b) Payable only to Worker level 1 employees not entitled to the allowance specified in clause 21.2(a):

- (i) Asbestos work;
- (ii) Explosive powered tools;
- (iii) Fumes;
- (iv) Insulation work;
- (v) Toxic substances.

(c) Multistorey work

(i) Eligibility

- A multistorey allowance must be paid to all employees on-site engaged in construction or renovation of a multistorey building as defined in ~~this~~ clause 21.5(c)(ii), to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.
- For the purposes of ~~this~~-clause 21.5(c) **renovation work** is work performed on existing multistorey buildings, and such work involves structural alterations which extend to more than ~~two-2~~ storey levels in a building and at least part of the work to be performed is above the ~~fourth-4th~~ floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

(ii) Definitions

- A **multistorey building** is a building which will, when complete, consist of ~~five-5~~ or more storey levels.

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- **Complete** means the building is fully functional and all work which was part of the principal contract is complete.
- For the purposes of clause 21.5(c), a **storey level** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and will include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or store rooms located between floors).
- Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed 15 metres in height may be covered by clause 21.5(c), or by clause 21.6(n) by agreement.
- A **plant room** situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof area or an area of 100 square metres whichever is the lesser.
- **Floor level** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level.

(iii) Rates

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

Storey	\$ per hour
From commencement of building to 15th floor level	0.59
From 16th floor level to 30th floor level	0.70
From 31st floor level to 45th floor level	1.09
From 46th floor level to 60th floor level	1.41
From 61st floor level onwards	1.75

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

(iv) Service cores

- Plumbing and mechanical services employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus the allowance prescribed in clause 21.6(n) ~~Tower~~, 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

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regarded as though it were the ground in calculating the appropriate towers allowance.)

- Plumbing and mechanical services employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed in ~~this clause~~ 21.5(c).
- Any section of a service core exceeding 15 metres above the highest point of the main structure must be disregarded for the purpose of calculating the multistorey allowance applicable to the main structure.

21.6 Wage-related allowances—Conditions for payment of allowances and additional payments required

(a) Acid plants and chemicals works

- (i) 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 **\$2.66** rate per hour.
- (ii) This special rate will not apply to an employee who receives the lead burning allowance prescribed in clause 21.4(c).

(b) Aluminum foil insulation

- (i) 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 **\$0.59** per hour or part thereof.
- (ii) Anti-glare type foil is exempted from this payment.

(c) Asbestos eradication

Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of or contains asbestos, must be paid an additional **\$2.45** per hour worked instead of the special rates prescribed in clause 21.6, with the exception of clauses 21.6(f) and 21.6(k).

(d) Asbestos materials

Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to employees using such materials must be paid an additional **\$0.91** per hour whilst wearing such equipment.

(e) Bitumen work

An employee handling hot bitumen or asphalt or dipping materials in creosote must be paid an additional **\$0.91** per hour.

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(f) Cold work

- (i) An employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius must be paid an additional **\$0.73** per hour.
- (ii) Where such work continues for more than ~~two~~ 2 hours, the employee will be entitled to a 20 minute rest after every ~~two~~ 2 hours work without loss of pay, not including the special rate provided by clause 21.6(f)(i).

(g) Cutting tiles

An employee engaged on cutting tiles by electric saw must be paid an additional **\$0.91** per hour whilst so engaged.

(h) Explosive powered tools

An operator of explosive powered tools, as defined in this award, who is required to use an explosive powered tool, must be paid an additional **\$1.73** per hour for every day on which they use such a tool.

(i) Fumes

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

(j) Hospitals and morgues

- (i) An employee when engaged in repairs, demolition and/or maintenance in any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases must be paid an additional **\$0.07** per hour, but in any event not less than **\$0.50** per day or part thereof.
- (ii) An employee working inside a morgue in which one or more dead bodies are not in refrigeration must be paid an additional **\$0.07** per hour, but in any event not less than **\$0.50** per day or part thereof.

(k) Hot work

- (i) An employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius must be paid an additional **\$0.73** per hour or part thereof; with an additional **\$0.91** per hour or part thereof, where the temperature exceeds 54° Celsius.
- (ii) Where such work continues for more than ~~two~~ 2 hours, the employee will be entitled to 20 minutes' rest after every ~~two~~ 2 hours' work without loss of pay, not including the special rate provided by clause 21.6(k)(i).

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(l) **Insulation**

- (i) 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 **\$0.91** per hour or part thereof.
- (ii) This extra rate will also apply to an employee working in the immediate vicinity who is affected by the use of such materials.

(m) **Service shafts**

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

Time	\$ per day
For any day including a Saturday or Sunday where the time spent in the service shaft is not more than four <u>4</u> hours	2.25
For any day including a Saturday or Sunday where the time spent in the service shaft exceeds four <u>4</u> hours but not more than eight <u>8</u> hours	4.45

- (ii) In addition to the amounts prescribed above in this table, where the aggregate of time spent in a service shaft on any day including a Saturday or Sunday exceeds ~~eight~~ 8 hours, such employees must be paid **\$0.70** for each whole hour so worked.

(n) **Towers**

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height, must be paid for all work above 15 metres an additional **\$0.73** per hour, with an additional **\$0.73** per hour for work above each further 15 metres.

(o) **Toxic substances**

- (i) Employees using toxic substances or materials of a like nature must be paid an additional **\$1.02** per hour. Employees working in close proximity to employees so engaged must be paid an additional **\$0.73** per hour.
- (ii) For the purpose of clause 21.6(o), **toxic substances** will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener, reactive additives and a ~~two~~ 2 pack catalyst system.
- (iii) Where an employee is using materials of the types mentioned in ~~this~~ clause 21.6(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

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time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.

21.7 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 21.6.

21.8 Expense-related allowances—expenses incurred in the course of employment

(a) Tool allowance

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

(b) Meals

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by their employer an amount of **\$13.58** to meet the cost of a meal, plus an additional **\$13.58** for each subsequent ~~four~~ hours worked. The employer may provide a meal or meals instead of paying any such allowance.

(c) Work uniforms, protective clothing and equipment

(i) Where employers require employees to wear uniforms the employers must provide the uniform. Any replacement uniform will be provided as necessary by the employer.

(ii) Employee to return uniform upon termination of employment.

(iii) 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.

(d) Compensation for tools and clothes

(i) 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.

(ii) An employee will be reimbursed by their employer to a maximum of **\$1308.10**:

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- for loss of tools or clothing by fire or breaking and entering whilst securely stored at the employer’s direction in a room or building on the employer’s premises, job or workshop;
 - if the tools are lost or stolen while being transported by the employee at the employer’s direction;
 - if the tools are accidentally lost over water; or
 - if tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness.
- (iii) An employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.
- (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 21.8(d)(ii) applies.
- (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.
- (vi) For the purposes of ~~this~~ clause 21.8(d):
- only tools used by the employee in the course of their employment will be covered by ~~this~~ clause 21.8(d);
 - the employee will, if requested to do so, furnish the employer with a list of tools so used;
 - reimbursement will be at the current replacement value of new tools of the same or comparable quality; and
 - the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

21.9 Expense-related allowances—fares and travelling time

- (a) The fares and travelling time allowances are daily allowances that will be paid in accordance with the following table:

	Travel time	Fares
Employee is required to start or finish on the job using own vehicle	Paid	Paid
Employee is required to start or finish on the job using public transport	Paid	Paid
Employee is required to start or finish on the job provided with or offered transport	Paid	Not paid
Employee is required to start and finish at the workshop	Not paid	Not paid

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	Travel time	Fares
Employee is provided with or offered accommodation at job site	Not paid	Not paid
RDOs (where the employee normally receives standard fares and travelling allowances)	Paid	Paid
Annual leave	Not paid	Not paid
Public holidays	Not paid	Not paid
Personal leave	Not paid	Not paid

(b) Fares allowances

Subject to clause 21.9(a), employees will be paid a fares allowance of **\$11.36** per day.

(c) Standard travelling time allowance

(i) The standard travelling time component is an amount based on travel within a defined radius set out in clause 21.9(c)(ii).

- 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~~ **minimum hourly rate** of the employee's classification per day; and
- for fire sprinkler fitter employees the standard travelling time component is an amount the equivalent of **75%** of the ~~hourly minimum wage~~ **minimum hourly rate** of the employee's classification per day.

(ii) The defined radius is 50 kms from the centre of employment as determined under clause 21.9(c)(iv).

(iii) An employer having determined its centre of employment under clause 21.9(c)(iv) will not change that centre without at least 28 days' prior notice to each of its employees.

(iv) An employer may determine its centre of employment by reference to one of the following options:

- the employer's normal base establishment or workshop;
- the 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;
- the local Post Office closest to the employer's establishment or workshop beyond the defined radius of the Post Office listed above; or
- in the case of employees sent to a distant job (as defined) the place at which such employees are domiciled with the approval of their employer, for that distant job.

(d) Travelling time allowance beyond the defined radius

- (i) Where an employee is required to work at a job site beyond the defined radius, an additional travelling time component is to be paid per day of either:
- an amount equivalent to **25%** of the respective ~~hourly minimum wage~~minimum hourly rate; or
 - an amount equivalent to the actual time incurred in travelling the distance from the defined radius to the job site and the return from the job site to the defined radius;
- whichever is the greater.
- (ii) For the purposes of clause 21.9(d)(i), the actual time incurred in travelling is to be calculated by reference to a speed not exceeding the legal speed limit.

(e) Transfer between job sites during working hours

- (i) Employees transferred from one job site to another during ordinary working hours must be paid their ordinary rate of pay for the time occupied in travelling, and unless transported by the employer, will be reimbursed the reasonable cost of fares by the most convenient public transport between such job sites.
- (ii) Where the employer requests an employee to use their own vehicle to effect such a transfer, and the employee agrees to do so the employee will be paid an allowance at the rate of **\$0.78** per kilometre.

(f) Mileage allowance for travel beyond defined radius

An employee entitled to the additional travelling time allowance beyond the defined radius under clause 21.9(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.

(g) Distant work

- (i) When an employee is required to travel from their normal place of employment or their normal place of residence to a distant job (as defined) the employee will be reimbursed for all travelling expenses incurred.
- (ii) The mode of travel will be as directed by the employer provided the comfort of the employee will be of a standard not less than that of economy class travel.
- (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~~8 hours in any one day.

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- (iv) For sprinkler fitter trades, payment will be made at **150%** of the ordinary hourly rate where the employer requires the employee to travel on Sundays and public holidays.
- (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 21.9(c)(iv) and fares and travelling time must be paid as prescribed by clauses 21.9(b), ~~21.9(c)~~ and 21.9(d) as the case may be.

(h) Entitlement

- (i) Upon any day when an employee, in accordance with the employer's requirements, reports for work, or allocation of work, the employee will receive the fares and/or travelling time payment (if any) that the employee would normally be paid if the employee worked for the day.
- (ii) The allowances set out in ~~this~~ clause 21.9 will not be taken into account in calculating overtime, penalty rates, annual or personal/carer's leave.

21.10 Expense-related allowances—Living away from home—distant work

(a) Qualification

An employee will be entitled to the provisions of ~~this~~ clause 21.10 when employed on a job or construction work at such a distance from their usual place of residence that the employee cannot reasonably return to that place each night.

(b) Employee's address

- (i) At the time of engagement, the employee will provide, on the employer's request, details of their usual place of residence, being:
 - the address of the place of residence at the time of application; and
 - the address of a separately maintained residence, if applicable.
- (ii) The employer will not exercise undue influence, for the purpose of avoiding its obligations under this award, to persuade the employee to give a false address. No subsequent change of address will entitle an employee to the provisions of ~~this~~ clause 21.10 unless the employer agrees.

(c) Entitlement

- (i) Where an employee qualifies under clause 21.10(a) the employer will either:
 - provide the worker with reasonable board and lodging;
 - pay an allowance of **\$440.09** per week of ~~seven~~7 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 **\$62.91** per day. The foregoing allowances

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will be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed; or

- in circumstances prescribed in clause 21.10(d)(v) provide construction camp accommodation and messing.

(d) Travelling expenses

An employee who is sent by their employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of ~~this~~ clause 21.10(d) will not be entitled to any of the allowances prescribed by clause 21.9—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:

(i) Forward journey

- For the time spent in so travelling, at the ~~ordinary hourly rate~~hourly minimum wage up to a maximum of ~~eight~~8 hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- 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 **\$13.58** per meal.
- The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within ~~two~~2 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 21.10(d)(i), together with an amount of **\$20.97** 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~~2 months of commencing on-the-job, or if the employee is dismissed for incompetence within one working week of commencing on-the-job, or is dismissed for misconduct.
- Departure point—for the purposes of ~~this~~ clause 21.10(d), 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 to the provisions of ~~this~~ clause 21.10 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 21.9(b).

(iv) Weekend return home

- An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or their representative, no later than Tuesday of each week, of the employee's intention to return to the employee's usual place of residence for the weekend, must be paid an allowance of **\$35.36** for each occasion. This provision will not apply to an employee who is receiving the payment prescribed in clause 21.10(c) instead of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in clause 21.10(d)(v).
- When an employee returns home for a weekend or part of a weekend and does not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 21.10(c) will be made.

(v) Construction camps

• Camp and caravan accommodation

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

• Camping allowance

An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance of **\$175.38** 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 **\$25.13** 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 21.10(e) may, after ~~two-2~~ months' continuous service and thereafter at ~~three-3~~ monthly periods in respect of plumbing and mechanical services employees, and ~~two-2~~ months' continuous service and ~~two-2~~ 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-2~~ or ~~three-3~~ months, then the provisions of clause 21.10(e)(i) will not be applicable.
- This entitlement will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of ~~two-2~~ months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date ~~two-2~~ months later. Proof of such written notice will lie with the employer.
- Service requirements—for the purpose of ~~this~~ clause 21.10(e)(i) service will be deemed to be continuous despite an employee's absence from work as prescribed in ~~this~~ clause 21.10(e).

(ii) Variable return home

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

(iii) No payment for unused fares

Payment of fares as provided for in clause 21.10(e)(i) will not be made unless used by the employee.

(iv) **Flexible rostered day off**

If the employer and employee so agree in writing, the paid rostered day off as prescribed in clause 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 as prescribed in clause 21.10(e) or at the end of the project or on termination, whichever comes first.

(v) **Termination**

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

21.11 Inclement weather

(a) **Definition of inclement weather**

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

(b) **Conference procedure for inclement weather**

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 21.11 apply.

(c) **Restrictions on payments**

An employee will not be entitled to payment for inclement weather as provided for in clause 21.11(d) unless the employee remains on-the-job until the provisions set out in clause 21.11(b) have been observed.

(d) **Payment for lost time due to inclement weather**

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~~ 4 weeks. The following conditions will apply:

- (i) the first period will commence on the first Monday on or after the 1 January each year, and subsequent periods will commence at ~~four~~ 4 weekly periods thereafter;
- (ii) the employee will be credited with 32 hours at the commencement of each ~~four~~ 4 weekly period. Hours will not accumulate or be carried over;
- (iii) if an employee commences employment during a ~~four~~ 4 weekly period they will be credited ~~eight~~ 8 hours for each week, or part of a week, that the employee is employed during the ~~four~~ 4 weekly period;

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- (iv) the number of hours credited to an employee will be reduced by the number of hours for which payment is made; and
- (v) payment under ~~this~~ clause 21.11 will be weekly.

(e) Transfer of work site due to inclement weather

- (i) 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.
- (ii) Where an employee is transferred from one site to another the employee will be reimbursed the cost of transport in accordance with clause 21.9(e) except where the employer provides transport.

(f) Employees required to work in inclement weather

- (i) Except as provided in clause 21.11(f) an employee will not work or be required to work in inclement weather.
- (ii) Employees required to work in inclement weather will only be obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/or to secure or make the site safe as circumstances require. Employees engaged on such work must be paid **200%** of the ordinary hourly rate.
- (iii) Where the employer requires an employee to work in inclement weather, the employee will be reimbursed in full the cost of appropriate protective clothing, except where the employer provides such protective clothing.
- (iv) If the employee's clothing becomes wet as a result of working in wet weather and the employee does not have a change of dry work clothes, the employee will be entitled, at the completion of the work, to cease work for the day without loss of pay.

(g) Cessation and resumption of work

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

(h) Safety

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

(i) Additional wet weather procedure

(i) Remaining on site

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

- for more than an accumulated total of ~~four~~ 4 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~~ 2 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 21.11(i).

(ii) Rain at starting time

Despite the provisions of clause 21.11(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.

Part 5—Overtime and Penalty Rates

22. Overtime

22.1 General overtime, weekend and public holiday work

- (a) All overtime worked must be paid for in accordance with the following table:

Day		% ordinary hourly rate
Monday to Friday—all employees	First two <u>2</u> hours	150
	After two <u>2</u> hours	200
Saturday—sprinkler fitters		200
Saturday—plumbing and mechanical services employees, irrigation installer employees	First two <u>2</u> hours	150
	After two <u>2</u> 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

- (b) An employee required to work on a Saturday will be given at least ~~three~~3 hours of work.
- (c) An employee required to work on a Sunday or a public holiday will be given at least ~~four~~4 hours of work.
- (d) Clauses 22.1(b) and 22.1(c) will not apply in circumstances where the employee is recalled to work in accordance with clause 22.2—Call-back.
- (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.
- (f) An employee working on a Saturday, Sunday or public holiday will be allowed a paid meal break in accordance with clause 22.8.

22.2 Call-back

- (a) An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) must be paid
- (i) plumbing and mechanical services employees—for a minimum of ~~three~~3 hours' work;
 - (ii) sprinkler fitter employees—for a minimum of ~~four~~4 hours' work.

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

- (b) ~~This clause~~ 22.2 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.

22.3 Working during meal break

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

- (a) Plumbing and mechanical services employees—**200%** of the employee's ordinary hourly rate;
- (b) Sprinkler fitter employees—**150%** of the employee's ordinary hourly rate,

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.

22.4 Restriction on overtime for apprentices

- (a) No apprentice under the age of 18 years will be required to work overtime unless the employee chooses to do so.
- (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.

22.5 Transport after overtime or holiday work

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

22.6 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 22.6.
- (c) An agreement must state each of the following:

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- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in ~~subparagraph (iii)~~ clause 22.6(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by ~~this~~ clause 22.6 is set out at Schedule M—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule M—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 22.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 22.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.6 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e)~~ clause 22.6(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 22.6 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 22.6 will apply,

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including the requirement for separate written agreements under ~~paragraph (b)~~ clause 22.6(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.6.

22.7 Overtime rest breaks

- (a) When an employee is required to work overtime after their usual finishing time for the day for ~~two~~ 2 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~~ 4 hours of continuous work, the employee will be allowed to take also a paid rest break of 30 minutes in duration.
- (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~~ 2 hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- (c) For the purpose of clause 22.7, **usual finishing time** 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.
- (d) Clauses 16.3 and ~~16.4(d)~~ 22.7(a) do not apply in the case of an employee who is allowed the rest periods prescribed by clauses 21.6(k) and 21.6(f).
- (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.

22.8 Overtime meal breaks

- (a) An employee working on a Saturday, Sunday or public holiday will be allowed a paid meal break of 20 minutes after ~~four~~ 4 hours of work, to be paid at the relevant overtime rate in clause 22—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.
- (b) In the event of an employee being required to work in excess of a further ~~four~~ 4 hours, the employee will be allowed to take a paid rest break of 30 minutes payable at the relevant overtime rate in clause 22—Overtime.

23. Penalty rates

Clauses 23.2 and 23.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145]

Penalty rates considered by Full Bench in [AM2016/23](#). Clause 23 to be amended to give effect to [\[2018\] FWCFB 6019](#) at [143] and [\[2019\] FWCFB 8564](#) at [56] and [97] following a final determination being issued. See [draft determination](#).

Clause 21.2 states that all-purpose allowances must be included as appropriate when calculating penalty rates payments. References to *minimum hourly rate* throughout clause 23 have been changed to *ordinary hourly rate*. Parties are asked to comment on the changes as outlined below.

23.1 Weekend work

- (a) An employee required to work ordinary hours on Saturday or Sunday will be paid in accordance with the following table:

Day		% of the minimum-ordinary hourly rate
Saturday	First two-2 hours	150
	After 2 hours	200
Sunday		200

- (b) An employee required to work overtime on Saturday or Sunday will be paid in accordance with clause 22—Overtime.
- (c) An employee directed to work ordinary hours in accordance with ~~this~~ clause 23.1 will be allowed a meal break in accordance with clause 16.1 and a daily rest break in accordance with clause 16.3.

23.2 Shiftwork

- (a) Where an employee is:
- (i) given no less than 48 hours notice prior to the commencement of shiftwork by the employer; and
 - (ii) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for five or more consecutive shifts:
- the employee will ~~receive a loading of be paid 133% calculated on of~~ their ~~minimum-ordinary~~ hourly rate of pay for such minimum hours worked.
- (b) Where an employee is:
- (i) given less than 48 hours notice prior to the commencement of shiftwork by the employer; or
 - (ii) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than five consecutive shifts;

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the employee will ~~receive a loading of~~ be paid **150%** of their ordinary hourly rate for the first ~~two~~ **2** hours and **200%** of their ordinary hourly rate thereafter ~~calculated on their minimum hourly rate of pay~~ for such minimum hours worked.

- (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.
- (d) An employee directed to work ordinary hours in accordance with ~~this clause~~ clause 23.2 will be allowed:
 - (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
 - (ii) a paid rest break of not more than 10 minutes, to be taken no more than ~~two~~ **2** hours after the commencement of the employee's shift.

23.3 Public holidays

- (a) All employees who are directed to work ordinary hours on a public holiday or substitute days as prescribed in clause 29—Public holidays, will be paid at **250%** of the ordinary hourly rate for their classification, for such ordinary hours worked.
- (b) A plumbing and mechanical services employee required to perform any work on a public holiday will be given at least ~~four~~ **4** hours' work or paid for ~~four~~ **4** hours at the appropriate rate.
- (c) An employee directed to work ordinary hours in accordance with clause 23.3 will be allowed a meal break in accordance with clause 16.1 and a daily rest break in accordance with clause 16.3.

23.4 ~~Loadings~~Application of penalty rates

- (a) All ~~loadings~~ penalty rates will be exclusive of each other (i.e. only one ~~loading~~ penalty rate will be payable at any given time).
- (b) ~~Loadings~~ Penalty rates will not apply where overtime is payable.

Part 6—Leave and Public Holidays

24. Annual leave

24.1 Annual leave is provided for in the [NES](#).

24.2 Leave entitlement

- (a) In addition to the entitlement to annual leave in the [NES](#), employees who work or are required to be on-call for any part of 26 weekends or more in any year of

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employment are entitled to an additional week's annual leave on the same terms and conditions.

- (b) For the purpose of the additional week of leave provided by the [NES](#), a shiftworker means a continuous shiftworker as defined in this award.

24.3 Payment for annual leave

- (a) Section 90 of the [Act](#) prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.
- (b) In addition to the payment provided for in section 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 18—Minimum rates, 21.2—All-purpose allowances and 21.9—Expense-related allowances—fares and travelling time.

NOTE: Where an employee is receiving over-award 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 sections 16 and 90 of the [Act](#)).

24.4 Annual close-down

- (a) An employer giving any leave in conjunction with the Christmas and New Year holidays may either:
 - (i) stand off without pay during the period of leave any employee who has not yet qualified under the [NES](#) for the full period of leave; or
 - (ii) stand off for the period of leave any employee who has not qualified for the full period of leave under the [NES](#) and pay them to the extent that the employee has qualified for paid leave under the [NES](#).
- (b) Where an employer decides to close down their establishment at the Christmas and New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of their employees qualified for such leave, the employer will give at least ~~two~~2 months' notice to their employees of their intention so to do.

24.5 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

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NOTE: An example of the type of agreement required by clause 24.5 is set out at Schedule K—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule K—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 24.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

24.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 24.6 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.6.

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NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.6.

NOTE 3: An example of the type of agreement required by clause 24.6 is set out at Schedule L—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule L—Agreement to Cash Out Annual Leave.

24.7 Excessive leave accruals: general provision

NOTE: Clauses 24.7 to 24.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.2(b)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

24.8 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a)~~ clause 24.8(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

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- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 24.8(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 24.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 24.8(d) may result in the direction ceasing to have effect. See clause 24.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

24.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 24.9(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 24.8(a) that, when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 24.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~ 24.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.2(b)) in any period of 12 months.

- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 24.9(a).

25. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

26. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

27. Community service leave

Community service leave is provided for in the [NES](#).

28. Unpaid family and domestic violence leave

Clause 28 inserted and clause 27A deleted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

~~27A. Leave to deal with family and domestic violence~~

~~27A.1 This clause applies to all employees, including casuals.~~

~~27A.2 Definitions~~

~~(a) In this clause:~~

~~**family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.~~

~~**family member** means:~~

~~(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or~~

~~(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or~~

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~~(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules;~~

~~(b) A reference to a spouse or de facto partner in the definition of family member in clause 27A.2(a) includes a former spouse or de facto partner.~~

27A.3—Entitlement to unpaid leave

~~An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:~~

~~(a) the leave is available in full at the start of each 12 month period of the employee's employment; and~~

~~(b) the leave does not accumulate from year to year; and~~

~~(c) is available in full to part-time and casual employees.~~

~~NOTE 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.~~

~~NOTE 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.~~

27A.4—Taking unpaid leave

~~An employee may take unpaid leave to deal with family and domestic violence if the employee:~~

~~(a) is experiencing family and domestic violence; and~~

~~(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.~~

~~NOTE: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.~~

27A.5—Service and continuity

~~The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.~~

27A.6—Notice and evidence requirements

(a) Notice

~~An employee must give their employer notice of the taking of leave by the employee under clause 27A. The notice:~~

~~(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and~~

~~(ii) must advise the employer of the period, or expected period, of the leave.~~

~~(b) Evidence~~

~~An employee who has given their employer notice of the taking of leave under clause 27A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 27A.4.~~

~~NOTE: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.~~

~~27A.7 Confidentiality~~

~~(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 1A.6 is treated confidentially, as far as it is reasonably practicable to do so.~~

~~(b) Nothing in clause 27A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.~~

~~NOTE: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.~~

~~27A.8 Compliance~~

~~An employee is not entitled to take leave under clause 27A unless the employee complies with clause 27A.~~

29. Public holidays

Clause 29 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712198](#).

29.1 Public holiday entitlements are provided for in the [NES](#).

~~**29.2** By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in section 115 of the Act. An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.~~

~~**29.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.~~

29.4 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule J—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

30. Consultation about major workplace change

Clause 30 substituted in accordance with [\[2019\]FWCFB 6572](#) and [PR712689](#).

30.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

30.2 For the purposes of the discussion under clause 30.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

30.3 Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

30.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 30.1(b).

30.5 In clause 30 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations;
or

(g) job restructuring.

30.6 Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.

31. Consultation about changes to rosters or hours of work

Clause 31 substituted in accordance with [\[2019\]FWCFB 6572](#) and [PR712689](#).

31.1 Clause 31 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

31.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

31.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 31.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

31.4 The employer must consider any views given under clause 31.3(b).

31.5 Clause 31 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

32. Dispute resolution

Clause 32 substituted in accordance with [\[2019\]FWCFB 6572](#) and [PR712689](#).

32.1 Clause 32 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

32.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

32.3 If the dispute is not resolved through discussion as mentioned in clause 32.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 32.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 32.2 and 32.3, a party to the dispute may refer it to the Fair Work Commission.
- 32.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 32.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 32.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 32.
- 32.8 While procedures are being followed under clause 32 in relation to a dispute:
- (a) work must continue in accordance with this award and the Act; and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 32.9 Clause 32.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Industry Specific Redundancy Scheme

33. Termination of employment

Clause 33 substituted in accordance with [\[2019\]FWCFB 6572](#) and [PR712689](#).

NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.

33.1 Notice of termination by an employee

- (a) Clause 33.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

<u>Column 1</u>	<u>Column 2</u>
<u>Employee’s period of continuous service with the employer at the end of the day the notice is given</u>	<u>Period of notice</u>
<u>Not more than 1 year</u>	<u>1 week</u>

<u>Column 1</u>	<u>Column 2</u>
<u>Employee’s period of continuous service with the employer at the end of the day the notice is given</u>	<u>Period of notice</u>
<u>More than 1 year but not more than 3 years</u>	<u>2 weeks</u>
<u>More than 3 years but not more than 5 years</u>	<u>3 weeks</u>
<u>More than 5 years</u>	<u>4 weeks</u>

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 33.1(b) **continuous service** has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 33.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 33.1(b), then no deduction can be made under clause 33.1(d).
- (f) Any deduction made under clause 33.1(d) must not be unreasonable in the circumstances.

33.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 33.2 is to be taken at times that are convenient to the employee after consultation with the employer.

34. Industry specific redundancy scheme

Clause 34.4(d) amended in accordance with [\[2019\] FWCFB 2548](#) at [9] and [PR707009](#).

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

34.2 Definition

For the purposes of ~~this~~ clause 34, **redundancy** means a situation where an employee ceases to be employed by an employer other than for reasons of misconduct or refusal of duty. **Redundant** has a corresponding meaning.

34.3 Redundancy pay

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

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

- (b) Provided that an employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.
- (c) **Week's pay** means the all-purpose rate of pay (as defined) at the time of termination for the employee concerned.
- (d) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.
- (e) Any period of service as a casual will not entitle an employee to accrue service in accordance with ~~this~~ clause 34.3 for that period.
- (f) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with ~~this~~ clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

34.4 Redundancy pay schemes

- (a) Where an employer terminates the employment of an employee and the employer incurs a redundancy pay obligation to the employee under ~~this~~ clause 34, some or all of the benefit the employee receives from a redundancy pay fund may be set off against the employer's redundancy pay obligation under ~~this~~ clause 34.3, subject to the following conditions.
- (b) If the employee receives a benefit from the redundancy pay fund, the employer may set off any proportion of the benefit which is attributable to the employer's contribution to the fund against its redundancy pay obligation under ~~this~~ clause 34.3. If the proportion so calculated is equal to or greater than the employer's redundancy pay obligation under ~~this~~ clause 34.3 the obligation will be fully satisfied.

- (c) If the employee does not receive a benefit from the redundancy pay scheme, contributions made by an employer on behalf of an employee to the scheme will, to the extent of those contributions, be set off against the liability of the employer under ~~this~~ clause 34.3 and payments to the employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. If the contribution is equal to or greater than the employer's redundancy pay obligation under ~~this~~ clause 34.3 the obligation will be fully satisfied.
- (d) The redundancy pay scheme must be an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Assessment Act 1986 (Cth)*.

34.5 Employee leaving during redundancy notice period

An employee whose employment is to be terminated in accordance with clause 34 may terminate their employment during the period of notice and if this occurs, will be entitled to the provisions of ~~this~~ clause 34 as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment instead of notice.

34.6 Transfer of business

- (a) Where a business is, before or after the date of this award, transferred from an employer (in clause 34.6 called **the old employer**) to another employer (in clause 34.6 called **the new employer**) and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employer:
 - (i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer, and
 - (ii) the period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer

for the purpose of redundancy pay entitlements under ~~this~~ clause 34.

- (b) In clause 34.6, **business** includes trade, process, business or occupation and includes part of any such business and **transfer** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. **Transferred** has a corresponding meaning.

Schedule A—Classification Definitions

A.1 Key concepts and terms

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

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

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

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

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

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

A.1.4 New entrant means an employee who has never previously worked within the on-site building construction industry. If there is any doubt as to the status of an

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employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

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

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

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

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

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

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

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

A.1.10 Employees will be eligible to move up the classification structure upon completion of the training requirements, competency based assessment or experience as specified in the classification definitions. Payment will be on the basis of the level of skills and training required to perform the work of a particular position or job offered by an employer.

A.2 Translation to classification structure

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

- (a) Level 1(d): Sprinkler fitter's assistant;
- (b) Level 1(d): Plumber's labourer; or

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- (c) Tradesperson Level 1: Plumber and Gasfitter—All States, Registered Drainer—South Australia, Registered Drainer—New South Wales, Roof Plumber (SA), Roof Plumber (NSW) and all others, Irrigation Installer—All States, Drainer—Tasmania, Drainer—South Australia and First class sprinkler fitter.

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

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

A.3 Classification structure definitions

A.3.1 Work levels

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

New entrant.

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

After ~~three~~ 3 months in the industry.

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

After 12 months in the industry.

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

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

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

An employee at this level performs work above and beyond the skills of an employee at Plumbing and mechanical services worker/Sprinkler fitting worker

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

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

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

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

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

- plumber's labourer;

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- sprinkler fitter's assistant.

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

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

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

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

- exercises good interpersonal communication skills;
- exercises discretion within their level of training;
- understands and applies quality control techniques;
- performs work under general supervision either individually or in a team environment;
- has knowledge of the ~~four~~ 4 streams within the building and construction industry and how they inter-relate;
- works in a safe manner;
- having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision;
- is capable of detailed measuring techniques;
- interacts with and assists employees of other companies on-site or at the workplace; and
- anticipates and plans for constant changes to the work environment.

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

- operating a laser when carrying out leveling;
- read and interpret plans and specifications;

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- operate machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(d); and
- assist with informal on-the-job guidance to other employees to a limited degree.

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

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

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

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

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

A Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2 is a Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 who has successfully completed ~~three~~3 appropriate modules in addition to the training requirements of Plumbing and mechanical

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services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

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

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

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

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

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

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

- (i) successfully completed ~~six~~6 appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or

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- (ii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

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

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

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

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

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

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

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- (i) successfully completed ~~nine~~-9 appropriate modules in addition to the requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or
- (ii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

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

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

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

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

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

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

- (i) successfully completed 10.5 appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1;

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- (ii) equivalent accredited training, or equivalent; or
- (iii) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

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

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

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

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

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

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

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

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

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

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

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

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- exercise diagnostic skills in respect of various systems in plumbing and mechanical services.

A.3.2 Supervision definitions

(a) General supervision

Working under general supervision means an employee who:

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

(b) Limited supervision

Working under limited supervision means an employee who:

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

Schedule B—All-purpose rates of pay

Schedule B amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

B.1 Plumbing and mechanical services

	Weekly minimum wage rate cl.18	Industry allowance cl.21.2(b)	Plumbing trade allowance cl.21.3(b)	Registration allowance cl.21.3(c)	Special fixed allowance cl.21.3(d)	Lost time loading – Daily hire employees cl.21.3(i)
Apprentice	Yes	Yes	Refer 18.2(b)(ii) and 18.2(c)(ii)	No	No	No
Adult apprentice (as defined)	Yes	Yes	Refer 18.3(b)(iii)	No	No	No
Trainee apprentices (as defined)	Yes	Yes	Yes	No	No	No
Worker Level 1	Yes	Yes	No	No	Yes	Daily hire only
Worker Level 2	Yes	Yes	Yes	No	Yes	Daily hire only
Tradesperson Level 1	Yes	Yes	Yes	No	Yes	Daily hire only
Tradesperson Level 1 (with registration)	Yes	Yes	Yes	Yes	Yes	Daily hire only

B.2 Irrigation installer

	Weekly minimum wage rate cl.18	Industry allowance cl.21.2(b)	Plumbing trade allowance cl.21.3(b)	Registration allowance cl.21.3(c)	Special fixed allowance cl.21.3(d)	Lost time loading – Daily hire employees cl.21.3(i)
Apprentice	Yes	Yes	Refer 18.2(b)(ii) and 18.2(c)(ii)	No	No	No
Adult apprentice (as defined)	Yes	Yes	Refer 18.3(b)(iii)	No	No	No
Worker Level 1	Yes	Yes	No	No	Yes	Daily hire only
Worker Level 2	Yes	Yes	Yes	No	Yes	Daily hire only
Tradesperson Level 1	Yes	Yes	Yes	No	Yes	Daily hire only
Tradesperson Level	Yes	Yes	Yes	Yes	Yes	Daily hire

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	Weekly- minimum- wage <u>Minimum</u> <u>weekly</u> <u>rate</u> cl.18	Industry allowance cl.21.2(b)	Plumbing trade allowance cl.21.3(b)	Registration allowance cl.21.3(c)	Special fixed allowance cl.21.3(d)	Lost time loading – Daily hire employees cl.21.3(i) only
1 (with registration)						

B.3 Fire sprinkler fitting

	Weekly- minimum- wage <u>Minimum</u> <u>weekly rate</u> cl. 18	Fire sprinkler fitting trade allowance cl.21.3(e)	Industry disability allowance and space, height and dirt money allowance cl.21.3(e)(i)	Fire sprinkler fitters adjustment cl.21.3(g)
Apprentice	Yes	Refer 18.2(b)(iii) and 18.2(c)(iii)	Refer 18.2(b)	Refer 18.2(b)
Adult apprentice (as defined)	Yes	Refer 18.3(a)(iii)	Refer 18.3(a)(iii)	Refer 18.3(a)(iii)
Worker Level 1	Yes	No	Adult employees	Yes
Worker Level 2	Yes	No	Adult employees	Yes
Tradesperson Level 1	Yes	Yes	Adult employees	Yes
Tradesperson Level 1 (with registration)	Yes	Yes	Adult employees	Yes

Schedule C—Summary of Hourly Rates of Pay—Plumbing and Mechanical Services Employees and Irrigation Installer Employees

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked; notes added to the tables.

C.1 Weekly hire and casual employees

C.1.1 The ordinary hourly rate for plumbing and mechanical services employees and irrigation installer employees, employed on a weekly hire or casual basis, includes the industry allowance (clause 21.3(a)), the special fixed allowance (clause 21.3(d)) and, where applicable, the plumbing trade allowance (clause 21.3(b)) and registration allowance (clause 21.3(c)).

C.1.2 Where an additional allowance is payable for all purposes in accordance with clause 21.2, this forms part of the employee’s ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.

C.1.3 Weekly hire full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Saturday – first two hours	Saturday – after two hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	21.53	32.30	43.06	43.06	53.83
Plumbing and mechanical services worker Level 1(b) (after three months in the industry)	21.96	32.94	43.92	43.92	54.90
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	22.25	33.38	44.50	44.50	55.63
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	22.58	33.87	45.16	45.16	56.45
Plumbing and mechanical services worker Level 2	24.42	36.63	48.84	48.84	61.05
Registered in accordance with the relevant State legislation					
Plumbing and mechanical services tradesperson Level 1	25.33	38.00	50.66	50.66	63.33
Plumbing and mechanical services tradesperson Level 2	26.04	39.06	52.08	52.08	65.10
Plumbing and mechanical services tradesperson–special class Level 1	26.75	40.13	53.50	53.50	66.88
Plumbing and mechanical services tradesperson–special class Level 2	27.40	41.10	54.80	54.80	68.50
Advanced plumbing and mechanical services tradesperson Level 1	28.11	42.17	56.22	56.22	70.28
Advanced plumbing and mechanical services tradesperson Level 2	28.65	42.98	57.30	57.30	71.63
Not registered in accordance with the relevant State legislation					
Plumbing and mechanical services tradesperson Level 1	24.42	36.63	48.84	48.84	61.05
Plumbing and mechanical services tradesperson Level 2	25.13	37.70	50.26	50.26	62.83

Commented [FWC1]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC2]: Relevant percentage in cl. 23.1 and 23.3

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	Ordinary hours	Saturday – first two <u>2</u> hours	Saturday – after two <u>2</u> hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Plumbing and mechanical services tradesperson–special class Level 1	25.84	38.76	51.68	51.68	64.60
Plumbing and mechanical services tradesperson–special class Level 2	26.49	39.74	52.98	52.98	66.23
Advanced plumbing and mechanical services tradesperson Level 1	27.20	40.80	54.40	54.40	68.00
Advanced plumbing and mechanical services tradesperson Level 2	27.74	41.61	55.48	55.48	69.35

Commented [FWC1]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC2]: Relevant percentage in cl. 23.1 and 23.3

¹ Ordinary hourly rate includes the industry allowance, the special fixed allowance and, where applicable, the plumbing trade allowance and registration allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

C.1.4 Weekly hire full-time and part-time shiftworkers¹—shiftwork rates

	Five or more consecutive shifts and at least 48 hours' notice ²	Less than five <u>5</u> consecutive shifts or less than 48 hours' notice ³	
	Monday to Friday	Monday to Friday – first two <u>2</u> hours	Monday to Friday – after two <u>2</u> hours
	% of ordinary hourly rate ⁴		
	133%	150%	200%
	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	28.63	32.30	43.06
Plumbing and mechanical services worker Level 1(b) (after three <u>3</u> months in the industry)	29.21	32.94	43.92
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	29.59	33.38	44.50
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	30.03	33.87	45.16
Plumbing and mechanical services worker Level 2	32.48	36.63	48.84
Registered in accordance with the relevant State legislation			
Plumbing and mechanical services tradesperson Level 1	33.69	38.00	50.66
Plumbing and mechanical services tradesperson Level 2	34.63	39.06	52.08
Plumbing and mechanical services tradesperson–special class Level 1	35.58	40.13	53.50
Plumbing and mechanical services tradesperson–special class Level 2	36.44	41.10	54.80

Commented [FWC3]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC4]: Relevant percentage in cl. 23.2

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	Five or more consecutive shifts and at least 48 hours' notice ²		Less than five-5 consecutive shifts or less than 48 hours' notice ³
	Monday to Friday	Monday to Friday – first two-2 hours	Monday to Friday – after two-2 hours
	% of ordinary hourly rate ⁴		
	133%	150%	200%
	\$	\$	\$
Advanced plumbing and mechanical services tradesperson Level 1	37.39	42.17	56.22
Advanced plumbing and mechanical services tradesperson Level 2	38.10	42.98	57.30
Not registered in accordance with the relevant State legislation			
Plumbing and mechanical services tradesperson Level 1	32.48	36.63	48.84
Plumbing and mechanical services tradesperson Level 2	33.42	37.70	50.26
Plumbing and mechanical services tradesperson–special class Level 1	34.37	38.76	51.68
Plumbing and mechanical services tradesperson–special class Level 2	35.23	39.74	52.98
Advanced plumbing and mechanical services tradesperson Level 1	36.18	40.80	54.40
Advanced plumbing and mechanical services tradesperson Level 2	36.89	41.61	55.48

Commented [FWC3]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC4]: Relevant percentage in cl. 23.2

¹ **Shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am.

² Where an employee is given no less than 48 hours' notice prior to the commencement of shiftwork by the employer; and directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for ~~five-5~~ or more consecutive shifts in accordance with clause 23.2.

³ Where an employee is given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than ~~five-5~~ consecutive shifts in accordance with clause 23.2.

⁴ **Ordinary hourly rate** includes the industry allowance, the special fixed allowance and, where applicable, the plumbing trade allowance and registration allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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C.1.5 Weekly hire full-time and part-time employees—overtime rates

	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours ¹	Sunday	Public holiday
	% of ordinary hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	32.30	43.06	43.06	53.83
Plumbing and mechanical services worker Level 1(b) (after three 3 months in the industry)	32.94	43.92	43.92	54.90
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	33.38	44.50	44.50	55.63
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	33.87	45.16	45.16	56.45
Plumbing and mechanical services worker Level 2	36.63	48.84	48.84	61.05
Registered in accordance with the relevant State legislation				
Plumbing and mechanical services tradesperson Level 1	38.00	50.66	50.66	63.33
Plumbing and mechanical services tradesperson Level 2	39.06	52.08	52.08	65.10
Plumbing and mechanical services tradesperson—special class Level 1	40.13	53.50	53.50	66.88
Plumbing and mechanical services tradesperson—special class Level 2	41.10	54.80	54.80	68.50
Advanced plumbing and mechanical services tradesperson Level 1	42.17	56.22	56.22	70.28
Advanced plumbing and mechanical services tradesperson Level 2	42.98	57.30	57.30	71.63
Not registered in accordance with the relevant State legislation				
Plumbing and mechanical services tradesperson Level 1	36.63	48.84	48.84	61.05
Plumbing and mechanical services tradesperson Level 2	37.70	50.26	50.26	62.83
Plumbing and mechanical services tradesperson—special class Level 1	38.76	51.68	51.68	64.60

Commented [FWC5]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC6]: Relevant percentage in cl. 22.1

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	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours ¹	Sunday	Public holiday
	% of ordinary hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Plumbing and mechanical services tradesperson–special class Level 2	39.74	52.98	52.98	66.23
Advanced plumbing and mechanical services tradesperson Level 1	40.80	54.40	54.40	68.00
Advanced plumbing and mechanical services tradesperson Level 2	41.61	55.48	55.48	69.35

Commented [FWC5]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC6]: Relevant percentage in cl. 22.1

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1.

² **Ordinary hourly rate** includes the industry allowance, the special fixed allowance and, where applicable, the plumbing trade allowance and registration allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

C.1.6 Casual employees—ordinary and penalty rates

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Commented [FWC7]: The casual hourly rate of pay was obtained by applying the casual loading (25%) to the minimum hourly rate of pay inclusive of all allowances.

	Ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	26.91	37.68	48.44	48.44	59.21
Plumbing and mechanical services worker Level 1(b) (after three 3 months in the industry)	27.45	38.43	49.41	49.41	60.39
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	27.81	38.94	50.06	50.06	61.19
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	28.23	39.52	50.81	50.81	62.10

Commented [FWC8]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC9]: Relevant percentage in cl. 23.1 and 23.3 + 25% casual loading.

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	Ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of ordinary hourly rate¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Plumbing and mechanical services worker Level 2	30.53	42.74	54.95	54.95	67.16
Registered in accordance with the relevant State legislation					
Plumbing and mechanical services tradesperson Level 1	31.66	44.33	56.99	56.99	69.66
Plumbing and mechanical services tradesperson Level 2	32.55	45.57	58.59	58.59	71.61
Plumbing and mechanical services tradesperson—special class Level 1	33.44	46.81	60.19	60.19	73.56
Plumbing and mechanical services tradesperson—special class Level 2	34.25	47.95	61.65	61.65	75.35
Advanced plumbing and mechanical services tradesperson Level 1	35.14	49.19	63.25	63.25	77.30
Advanced plumbing and mechanical services tradesperson Level 2	35.81	50.14	64.46	64.46	78.79
Not registered in accordance with the relevant State legislation					
Plumbing and mechanical services tradesperson Level 1	30.53	42.74	54.95	54.95	67.16
Plumbing and mechanical services tradesperson Level 2	31.41	43.98	56.54	56.54	69.11
Plumbing and mechanical services tradesperson—special class Level 1	32.30	45.22	58.14	58.14	71.06
Plumbing and mechanical services tradesperson—special class Level 2	33.11	46.36	59.60	59.60	72.85
Advanced plumbing and mechanical services tradesperson Level 1	34.00	47.60	61.20	61.20	74.80
Advanced plumbing and mechanical services tradesperson Level 2	34.68	48.55	62.42	62.42	76.29

Commented [FWC8]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC9]: Relevant percentage in cl. 23.1 and 23.3 + 25% casual loading.

¹ Ordinary hourly rate includes the industry allowance, the special fixed allowance and, where applicable, the plumbing trade allowance and registration allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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C.1.7 Casual shiftworkers¹—shiftwork rates

	Five or more consecutive shifts and at least 48 hours' notice ²	Less than five 5 consecutive shifts or less than 48 hours' notice ³	
	Monday to Friday	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours
	% of ordinary hourly rate ⁴		
	158%	175%	225%
	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	34.02	37.68	48.44
Plumbing and mechanical services worker Level 1(b) (after three 3 months in the industry)	34.70	38.43	49.41
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	35.16	38.94	50.06
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	35.68	39.52	50.81
Plumbing and mechanical services worker Level 2	38.58	42.74	54.95
Registered in accordance with the relevant State legislation			
Plumbing and mechanical services tradesperson Level 1	40.02	44.33	56.99
Plumbing and mechanical services tradesperson Level 2	41.14	45.57	58.59
Plumbing and mechanical services tradesperson—special class Level 1	42.27	46.81	60.19
Plumbing and mechanical services tradesperson—special class Level 2	43.29	47.95	61.65
Advanced plumbing and mechanical services tradesperson Level 1	44.41	49.19	63.25
Advanced plumbing and mechanical services tradesperson Level 2	45.27	50.14	64.46
Not registered in accordance with the relevant State legislation			
Plumbing and mechanical services tradesperson Level 1	38.58	42.74	54.95
Plumbing and mechanical services tradesperson Level 2	39.71	43.98	56.54
Plumbing and mechanical services tradesperson—special class Level 1	40.83	45.22	58.14
Plumbing and mechanical services tradesperson—special class Level 2	41.85	46.36	59.60
Advanced plumbing and mechanical services tradesperson Level 1	42.98	47.60	61.20

Commented [FWC10]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC11]: Relevant percentage in cl. 23.2 + 25% casual loading.

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	Five or more consecutive shifts and at least 48 hours' notice ²	Less than five 5 consecutive shifts or less than 48 hours' notice ³	
		Monday to Friday	Monday to Friday – first two 2 hours
		% of ordinary hourly rate ⁴	
	158%	175%	225%
	\$	\$	\$
Advanced plumbing and mechanical services tradesperson Level 2	43.83	48.55	62.42

Commented [FWC10]: Minimum weekly rate in cl. 18.1 + weekly industry allowance + weekly special fixed allowance in cl. 21.3(a) & (d) + weekly registration allowance in cl. 21.3(c) where registered in accordance with relevant State legislation) + weekly plumbing trade allowance in cl 21.3(b) (if applicable) ÷ 38 hours

Commented [FWC11]: Relevant percentage in cl. 23.2 + 25% casual loading.

¹ **Shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am

² Where an employee is given no less than 48 hours' notice prior to the commencement of shiftwork by the employer; and directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for ~~five~~ 5 or more consecutive shifts in accordance with clause 23.2.

³ Where an employee is given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than ~~five~~ 5 consecutive shifts in accordance with clause 23.2.

⁴ **Ordinary hourly rate** includes the industry allowance, the special fixed allowance and, where applicable, the plumbing trade allowance and registration allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

C.2 Daily hire employees

C.2.1 The **ordinary hourly rate** for plumbing and mechanical services employees and irrigation installer employees, employed on a daily hire basis, includes the industry allowance (clause 21.3(a)), special fixed allowance (clause 21.3(d)), lost time loading allowance (clause 21.3(i)) and, where applicable, the plumbing trade allowance (clause 21.3(b)), registration allowance (clause 21.3(c)) and tool allowance (clause 21.8(a)).

C.2.2 Where an additional allowance is payable for all purposes in accordance with clause 21.2, this forms part of the employee's ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.

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C.2.3 Daily hire employees—ordinary and penalty rates

	Ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	22.21	33.32	44.42	44.42	55.53
Plumbing and mechanical services worker Level 1(b) (after three 3 months in the industry)	22.65	33.98	45.30	45.30	56.63
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	22.95	34.43	45.90	45.90	57.38
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	23.29	34.94	46.58	46.58	58.23
Plumbing and mechanical services worker Level 2	25.19	37.79	50.38	50.38	62.98
Registered in accordance with the relevant State legislation and provides own tools					
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	26.74	40.11	53.48	53.48	66.85
Plumbing and mechanical services tradesperson Level 1	26.74	40.11	53.48	53.48	66.85
Plumbing and mechanical services tradesperson Level 2	27.47	41.21	54.94	54.94	68.68
Plumbing and mechanical services tradesperson—special class Level 1	28.21	42.32	56.42	56.42	70.53
Plumbing and mechanical services tradesperson—special class Level 2	28.87	43.31	57.74	57.74	72.18
Advanced plumbing and mechanical services tradesperson Level 1	29.61	44.42	59.22	59.22	74.03
Advanced plumbing and mechanical services tradesperson Level 2	30.17	45.26	60.34	60.34	75.43
Registered in accordance with the relevant State legislation and does not provide own tools					
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	26.13	39.20	52.26	52.26	65.33
Plumbing and mechanical services tradesperson Level 1	26.13	39.20	52.26	52.26	65.33
Plumbing and mechanical services tradesperson Level 2	26.86	40.29	53.72	53.72	67.15
Plumbing and mechanical services tradesperson—special class Level 1	27.59	41.39	55.18	55.18	68.98

Commented [FWC12]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours

Commented [FWC13]: Relevant percentage in cl 23.1 and cl 23.3

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	Ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Plumbing and mechanical services tradesperson–special class Level 2	28.26	42.39	56.52	56.52	70.65
Advanced plumbing and mechanical services tradesperson Level 1	29.00	43.50	58.00	58.00	72.50
Advanced plumbing and mechanical services tradesperson Level 2	29.55	44.33	59.10	59.10	73.88
Not registered in accordance with the relevant State legislation and provides own tools					
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	25.80	38.70	51.60	51.60	64.50
Plumbing and mechanical services tradesperson Level 1	25.80	38.70	51.60	51.60	64.50
Plumbing and mechanical services tradesperson Level 2	26.53	39.80	53.06	53.06	66.33
Plumbing and mechanical services tradesperson–special class Level 1	27.27	40.91	54.54	54.54	68.18
Plumbing and mechanical services tradesperson–special class Level 2	27.93	41.90	55.86	55.86	69.83
Advanced plumbing and mechanical services tradesperson Level 1	28.67	43.01	57.34	57.34	71.68
Advanced plumbing and mechanical services tradesperson Level 2	29.23	43.85	58.46	58.46	73.08
Not registered and does not provide own tools					
Plumbing and mechanical services tradesperson Level 1 (including irrigation installer)	25.19	37.79	50.38	50.38	62.98
Plumbing and mechanical services tradesperson level 2	25.92	38.88	51.84	51.84	64.80
Plumbing and mechanical services tradesperson–special class Level 1	26.66	39.99	53.32	53.32	66.65
Plumbing and mechanical services tradesperson–special class Level 2	27.32	40.98	54.64	54.64	68.30

Commented [FWC12]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours

Commented [FWC13]: Relevant percentage in cl 23.1 and cl 23.3

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	Ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Advanced plumbing and mechanical services tradesperson Level 1	28.06	42.09	56.12	56.12	70.15
Advanced plumbing and mechanical services tradesperson Level 2	28.62	42.93	57.24	57.24	71.55

Commented [FWC12]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours

Commented [FWC13]: Relevant percentage in cl. 23.1 and cl. 23.3

¹ Ordinary hourly rate includes the industry allowance, the special fixed allowance, lost time loading allowance and, where applicable, the plumbing trade allowance, registration allowance and tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

C.2.4 Daily hire shiftworkers¹—shiftwork rates

	Five or more consecutive shifts and at least 48 hours ² notice ²	Less than five 5 consecutive shifts or less than 48 hours ² notice ³	
	Monday to Friday	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours
	% of ordinary hourly rate ⁴		
	133%	150%	200%
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	29.54	33.32	44.42
Plumbing and mechanical services worker Level 1(b) (after three 3 months in the industry)	30.12	33.98	45.30
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	30.52	34.43	45.90
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	30.98	34.94	46.58
Plumbing and mechanical services worker Level 2	33.50	37.79	50.38
Registered in accordance with the relevant State legislation and provides own tools			
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	35.56	40.11	53.48
Plumbing and mechanical services tradesperson Level 1	35.56	40.11	53.48
Plumbing and mechanical services tradesperson Level 2	36.54	41.21	54.94
Plumbing and mechanical services tradesperson–	37.52	42.32	56.42

Commented [FWC14]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours.

Commented [FWC15]: Relevant percentage in cl. 23.2

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	Five or more consecutive shifts and at least 48 hours' notice ²	Less than five 5 consecutive shifts or less than 48 hours' notice ³	
	Monday to Friday	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours
	% of ordinary hourly rate ⁴		
	133%	150%	200%
special class Level 1			
Plumbing and mechanical services tradesperson–special class Level 2	38.40	43.31	57.74
Advanced plumbing and mechanical services tradesperson Level 1	39.38	44.42	59.22
Advanced plumbing and mechanical services tradesperson Level 2	40.13	45.26	60.34
Registered in accordance with the relevant State legislation and does not provide own tools			
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	34.75	39.20	52.26
Plumbing and mechanical services tradesperson Level 1	34.75	39.20	52.26
Plumbing and mechanical services tradesperson Level 2	35.72	40.29	53.72
Plumbing and mechanical services tradesperson–special class Level 1	36.69	41.39	55.18
Plumbing and mechanical services tradesperson–special class Level 2	37.59	42.39	56.52
Advanced plumbing and mechanical services tradesperson Level 1	38.57	43.50	58.00
Advanced plumbing and mechanical services tradesperson Level 2	39.30	44.33	59.10
Not registered in accordance with the relevant State legislation and provides own tools			
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	34.31	38.70	51.60
Plumbing and mechanical services tradesperson Level 1	34.31	38.70	51.60
Plumbing and mechanical services tradesperson Level 2	35.28	39.80	53.06
Plumbing and mechanical services tradesperson–special class Level 1	36.27	40.91	54.54
Plumbing and mechanical services tradesperson–special class Level 2	37.15	41.90	55.86
Advanced plumbing and mechanical services tradesperson Level 1	38.13	43.01	57.34

Commented [FWC14]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours.

Commented [FWC15]: Relevant percentage in cl. 23.2

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	Five or more consecutive shifts and at least 48 hours' notice ²	Less than five 5 consecutive shifts or less than 48 hours' notice ³	
	Monday to Friday	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours
	% of ordinary hourly rate ⁴		
	133%	150%	200%
Advanced plumbing and mechanical services tradesperson Level 2	38.88	43.85	58.46
Not registered and does not provide own tools			
Plumbing and mechanical services tradesperson Level 1 (including irrigation installer)	33.50	37.79	50.38
Plumbing and mechanical services tradesperson level 2	34.47	38.88	51.84
Plumbing and mechanical services tradesperson-special class Level 1	35.46	39.99	53.32
Plumbing and mechanical services tradesperson-special class Level 2	36.34	40.98	54.64
Advanced plumbing and mechanical services tradesperson Level 1	37.32	42.09	56.12
Advanced plumbing and mechanical services tradesperson Level 2	38.06	42.93	57.24

Commented [FWC14]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours.

Commented [FWC15]: Relevant percentage in cl. 23.2

¹ **Shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am.

² Where an employee is given no less than 48 hours' notice prior to the commencement of shiftwork by the employer; and directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for ~~five~~ 5 or more consecutive shifts in accordance with clause 23.2.

³ Where an employee is given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than ~~five~~ 5 consecutive shifts in accordance with clause 23.2.

⁴ **Ordinary hourly rate** includes the industry allowance, the special fixed allowance, lost time loading allowance and, where applicable, the plumbing trade allowance, registration allowance and tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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C.2.5 Daily hire employees—overtime rates

	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours ¹	Sunday	Public holiday
	% of ordinary hourly rate²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	33.32	44.42	44.42	55.53
Plumbing and mechanical services worker Level 1(b) (after three 3 months in the industry)	33.98	45.30	45.30	56.63
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	34.43	45.90	45.90	57.38
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	34.94	46.58	46.58	58.23
Plumbing and mechanical services worker Level 2	37.79	50.38	50.38	62.98
Registered in accordance with the relevant State legislation and provides own tools				
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	40.11	53.48	53.48	66.85
Plumbing and mechanical services tradesperson Level 1	40.11	53.48	53.48	66.85
Plumbing and mechanical services tradesperson Level 2	41.21	54.94	54.94	68.68
Plumbing and mechanical services tradesperson—special class Level 1	42.32	56.42	56.42	70.53
Plumbing and mechanical services tradesperson—special class Level 2	43.31	57.74	57.74	72.18
Advanced plumbing and mechanical services tradesperson Level 1	44.42	59.22	59.22	74.03
Advanced plumbing and mechanical services tradesperson Level 2	45.26	60.34	60.34	75.43
Registered in accordance with the relevant State legislation and does not provide own tools				
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	39.20	52.26	52.26	65.33
Plumbing and mechanical services tradesperson Level 1	39.20	52.26	52.26	65.33

Commented [FWC16]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours.

Commented [FWC17]: Relevant percentage in cl. 22.1.

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	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours ¹	Sunday	Public holiday
	% of ordinary hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Plumbing and mechanical services tradesperson Level 2	40.29	53.72	53.72	67.15
Plumbing and mechanical services tradesperson–special class Level 1	41.39	55.18	55.18	68.98
Plumbing and mechanical services tradesperson–special class Level 2	42.39	56.52	56.52	70.65
Advanced plumbing and mechanical services tradesperson Level 1	43.50	58.00	58.00	72.50
Advanced plumbing and mechanical services tradesperson Level 2	44.33	59.10	59.10	73.88
Not registered in accordance with the relevant State legislation and provides own tools				
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	38.70	51.60	51.60	64.50
Plumbing and mechanical services tradesperson Level 1	38.70	51.60	51.60	64.50
Plumbing and mechanical services tradesperson Level 2	39.80	53.06	53.06	66.33
Plumbing and mechanical services tradesperson–special class Level 1	40.91	54.54	54.54	68.18
Plumbing and mechanical services tradesperson–special class Level 2	41.90	55.86	55.86	69.83
Advanced plumbing and mechanical services tradesperson Level 1	43.01	57.34	57.34	71.68
Advanced plumbing and mechanical services tradesperson Level 2	43.85	58.46	58.46	73.08

Commented [FWC16]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours.

Commented [FWC17]: Relevant percentage in cl. 22.1.

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	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours ¹	Sunday	Public holiday
	% of ordinary hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Not registered and does not provide own tools				
Plumbing and mechanical services tradesperson Level 1 (including irrigation installer)	37.79	50.38	50.38	62.98
Plumbing and mechanical services tradesperson level 2	38.88	51.84	51.84	64.80
Plumbing and mechanical services tradesperson- special class Level 1	39.99	53.32	53.32	66.65
Plumbing and mechanical services tradesperson- special class Level 2	40.98	54.64	54.64	68.30
Advanced plumbing and mechanical services tradesperson Level 1	42.09	56.12	56.12	70.15
Advanced plumbing and mechanical services tradesperson Level 2	42.93	57.24	57.24	71.55

Commented [FWC16]: (Minimum weekly rate in cl. 18.1 + Weekly industry allowance in cl. 21.3(a) + Weekly plumbing trade allowance in cl. 21.3(b) (if applicable) + Weekly registration allowance in 21.3(c) (if applicable) + Weekly tool allowance in cl. 21.8(a) (if applicable) + Weekly lost time loading allowance in cl. 21.3(i) + Weekly special fixed allowance in 21.3(d)) ÷ 38 hours.

Commented [FWC17]: Relevant percentage in cl. 22.1.

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1.

² Ordinary hourly rate includes the industry allowance, the special fixed allowance, lost time loading allowance and, where applicable, the plumbing trade allowance, registration allowance and tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

Schedule D—Summary of Hourly Rates of Pay—Sprinkler Fitting Employees

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

D.1.1 The ordinary hourly rate for sprinkler fitting employees includes the industry disability allowance (clause 21.3(f)), the space, height and dirt allowance (clause 21.3(f)) the fire sprinklers fitters adjustment allowance (clause 21.3(g)) and, where applicable, the fire sprinkler fitting trade allowance (clause 21.3(e)).

D.1.2 Where an additional allowance is payable for all purposes in accordance with clause 21.2, this forms part of the employee’s ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.

D.1.3 Weekly hire full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	22.78	34.17	45.56	45.56	56.95
Sprinkler fitting worker Level 1(b) (after three 3 months in the industry)	23.21	34.82	46.42	46.42	58.03
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	23.50	35.25	47.00	47.00	58.75
Sprinkler fitting worker/Fire Technician Level 1(d)	23.83	35.75	47.66	47.66	59.58
Sprinkler fitting worker Level 2	25.10	37.65	50.20	50.20	62.75
Sprinkler fitter tradesperson Level 1	25.27	37.91	50.54	50.54	63.18
Sprinkler fitter tradesperson Level 2	25.98	38.97	51.96	51.96	64.95
Sprinkler fitter tradesperson special class Level 1	26.70	40.05	53.40	53.40	66.75
Sprinkler fitter tradesperson special class Level 2	27.34	41.01	54.68	54.68	68.35
Advanced sprinkler fitter tradesperson Level 1	28.06	42.09	56.12	56.12	70.15
Advanced sprinkler fitter tradesperson Level 2	28.60	42.90	57.20	57.20	71.50

Commented [FWC18]: (Minimum weekly rate in cl. 18.1 + Weekly fire sprinkler fitting trade allowance in cl. 21.3(e) (if applicable) + Weekly industry disability allowance in cl. 21.3(f) + Weekly space, height and dirt allowance in cl. 21.3(f) + Weekly fire sprinklers fitters adjustment allowance in cl. 21.3(g)) ÷ 38 hours.

Commented [FWC19]: Relevant percentage in cl 23.1 and cl 23.3.

¹ **Ordinary hourly rate** includes the industry allowance, the space, height and dirt allowance, the fire sprinklers fitters adjustment allowance and, where applicable, the fire sprinkler fitting trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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D.1.4 Weekly hire full-time and part-time shiftworkers¹—shiftwork rates

	Five or more consecutive shifts and at least 48 hours' notice ²	Less than five 5 consecutive shifts or less than 48 hours' notice ³	
	Monday to Friday	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours
	% of ordinary hourly rate ⁴		
	133%	150%	200%
	\$	\$	\$
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	30.30	34.17	45.56
Sprinkler fitting worker Level 1(b) (after three 3 months in the industry)	30.87	34.82	46.42
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	31.26	35.25	47.00
Sprinkler fitting worker/Fire Technician Level 1(d)	31.69	35.75	47.66
Sprinkler fitting worker Level 2	33.38	37.65	50.20
Sprinkler fitter tradesperson Level 1	33.61	37.91	50.54
Sprinkler fitter tradesperson Level 2	34.55	38.97	51.96
Sprinkler fitter tradesperson special class Level 1	35.51	40.05	53.40
Sprinkler fitter tradesperson special class Level 2	36.36	41.01	54.68
Advanced sprinkler fitter tradesperson Level 1	37.32	42.09	56.12
Advanced sprinkler fitter tradesperson Level 2	38.04	42.90	57.20

Commented [FWC20]: (Minimum weekly rate in cl. 18.1 + Weekly fire sprinkler fitting trade allowance in cl. 21.3(e) (if applicable) + Weekly industry disability allowance in cl. 21.3(f) + Weekly space, height and dirt allowance in cl. 21.3(f) + Weekly fire sprinklers fitters adjustment allowance in cl. 21.3(g)) ÷ 38 hours.

Commented [FWC21]: Relevant percentage in cl. 23.2

¹ **Shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am

² Where an employee is given no less than 48 hours' notice prior to the commencement of shiftwork by the employer; and directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for ~~five~~ 5 or more consecutive shifts in accordance with clause 23.2.

³ Where an employee is given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than ~~five~~ 5 consecutive shifts in accordance with clause 23.2.

⁴ **Ordinary hourly rate** includes the industry allowance, the space, height and dirt allowance, the fire sprinklers fitters adjustment allowance and, where applicable, the fire sprinkler fitting trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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D.1.5 Weekly hire full-time and part-time employees—overtime rates

	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours; commenced after midnight and prior to ordinary hours ¹	Saturday and Sunday	Public holiday
	% of ordinary hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	34.17	45.56	45.56	56.95
Sprinkler fitting worker Level 1(b) (after three 3 months in the industry)	34.82	46.42	46.42	58.03
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	35.25	47.00	47.00	58.75
Sprinkler fitting worker/Fire Technician Level 1(d)	35.75	47.66	47.66	59.58
Sprinkler fitting worker Level 2	37.65	50.20	50.20	62.75
Sprinkler fitter tradesperson Level 1	37.91	50.54	50.54	63.18
Sprinkler fitter tradesperson Level 2	38.97	51.96	51.96	64.95
Sprinkler fitter tradesperson special class Level 1	40.05	53.40	53.40	66.75
Sprinkler fitter tradesperson special class Level 2	41.01	54.68	54.68	68.35
Advanced sprinkler fitter tradesperson Level 1	42.09	56.12	56.12	70.15
Advanced sprinkler fitter tradesperson Level 2	42.90	57.20	57.20	71.50

Commented [FWC22]: (Minimum weekly rate in cl. 18.1 + Weekly fire sprinkler fitting trade allowance in cl. 21.3(e) (if applicable) + Weekly industry disability allowance in cl. 21.3(f) + Weekly space, height and dirt allowance in cl. 21.3(f) + Weekly fire sprinklers fitters adjustment allowance in cl. 21.3(g)) ÷ 38 hours.

Commented [FWC23]: Relevant percentage in cl. 22.1

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1(a).

² **Ordinary hourly rate** includes the industry allowance, the space, height and dirt allowance, the fire sprinklers fitters adjustment allowance and, where applicable, the fire sprinkler fitting trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

D.1.6 Casual employees—ordinary and penalty rates

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

	Ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	28.48	39.87	51.26	51.26	62.65

Commented [FWC24]: The casual hourly rate of pay was obtained by applying the casual loading (25%) to the minimum hourly rate of pay inclusive of all allowances.

Commented [FWC25]: (Minimum weekly rate in cl. 18.1 + Weekly fire sprinkler fitting trade allowance in cl. 21.3(e) (if applicable) + Weekly industry disability allowance in cl. 21.3(f) + Weekly space, height and dirt allowance in cl. 21.3(f) + Weekly fire sprinklers fitters adjustment allowance in cl. 21.3(g)) ÷ 38 hours.

Commented [FWC26]: Relevant percentage in cl. 23.1 and 23.3 + 25% casual loading.

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	Ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of ordinary hourly rate ¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Sprinkler fitting worker Level 1(b) (after three 3 months in the industry)	29.01	40.62	52.22	52.22	63.83
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	29.38	41.13	52.88	52.88	64.63
Sprinkler fitting worker/Fire Technician Level 1(d)	29.79	41.70	53.62	53.62	65.53
Sprinkler fitting worker Level 2	31.38	43.93	56.48	56.48	69.03
Sprinkler fitter tradesperson Level 1	31.59	44.22	56.86	56.86	69.49
Sprinkler fitter tradesperson Level 2	32.48	45.47	58.46	58.46	71.45
Sprinkler fitter tradesperson special class Level 1	33.38	46.73	60.08	60.08	73.43
Sprinkler fitter tradesperson special class Level 2	34.18	47.85	61.52	61.52	75.19
Advanced sprinkler fitter tradesperson Level 1	35.08	49.11	63.14	63.14	77.17
Advanced sprinkler fitter tradesperson Level 2	35.75	50.05	64.35	64.35	78.65

Commented [FWC25]: (Minimum weekly rate in cl. 18.1 + Weekly fire sprinkler fitting trade allowance in cl. 21.3(e) (if applicable) + Weekly industry disability allowance in cl. 21.3(f) + Weekly space, height and dirt allowance in cl. 21.3(f) + Weekly fire sprinklers fitters adjustment allowance in cl. 21.3(g)) ÷ 38 hours.

Commented [FWC26]: Relevant percentage in cl. 23.1 and 23.3 + 25% casual loading.

¹ Ordinary hourly rate includes the industry allowance, the space, height and dirt allowance, the fire sprinklers fitters adjustment allowance and, where applicable, the fire sprinkler fitting trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

D.1.7 Casual shiftworkers¹—shiftwork rates

	Five or more consecutive shifts and at least 48 hours' notice ²	Less than five 5 consecutive shifts or less than 48 hours' notice ³	
	Monday to Friday	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours
	% of ordinary hourly rate ¹		
	158%	175%	225%
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	35.99	39.87	51.26
Sprinkler fitting worker Level 1(b) (after three 3 months in the industry)	36.67	40.62	52.22
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	37.13	41.13	52.88
Sprinkler fitting worker/Fire Technician Level 1(d)	37.65	41.70	53.62
Sprinkler fitting worker Level 2	39.66	43.93	56.48
Sprinkler fitter tradesperson Level 1	39.93	44.22	56.86
Sprinkler fitter tradesperson Level 2	41.05	45.47	58.46
Sprinkler fitter tradesperson special class Level 1	42.19	46.73	60.08

Commented [FWC27]: (Minimum weekly rate in cl. 18.1 + Weekly fire sprinkler fitting trade allowance in cl. 21.3(e) (if applicable) + Weekly industry disability allowance in cl. 21.3(f) + Weekly space, height and dirt allowance in cl. 21.3(f) + Weekly fire sprinklers fitters adjustment allowance in cl. 21.3(g)) ÷ 38 hours.

Commented [FWC28]: Relevant percentage in cl. 23.2 + 25% casual loading.

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	Five or more consecutive shifts and at least 48 hours' notice ²	Less than five-5 consecutive shifts or less than 48 hours' notice ³	
		Monday to Friday	Monday to Friday – first two-2 hours
	% of ordinary hourly hourly rate ⁴		
	158%	175%	225%
Sprinkler fitter tradesperson special class Level 2	43.20	47.85	61.52
Advanced sprinkler fitter tradesperson Level 1	44.33	49.11	63.14
Advanced sprinkler fitter tradesperson Level 2	45.19	50.05	64.35

Commented [FWC27]: (Minimum weekly rate in cl. 18.1 + Weekly fire sprinkler fitting trade allowance in cl. 21.3(e) (if applicable) + Weekly industry disability allowance in cl. 21.3(f) + Weekly space, height and dirt allowance in cl. 21.3(f) + Weekly fire sprinklers fitters adjustment allowance in cl. 21.3(g)) ÷ 38 hours.

Commented [FWC28]: Relevant percentage in cl. 23.2 + 25% casual loading.

¹ **Shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am

² Where an employee is given no less than 48 hours' notice prior to the commencement of shiftwork by the employer; and directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for ~~five-5~~ or more consecutive shifts in accordance with clause 23.2.

³ Where an employee is given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than ~~five-5~~ consecutive shifts in accordance with clause 23.2.

⁴ **Ordinary hourly rate** includes the industry allowance, the space, height and dirt allowance, the fire sprinklers fitters adjustment allowance and, where applicable, the fire sprinkler fitting trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

DRAFT

Schedule E—Summary of Hourly Rates of Pay—Apprentice Rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

E.1 Apprentices commencing prior to 1 January 2014

Clauses E.1.1(b), E.1.1(c), E.1.2(b), E.1.2(c), E.1.3(b), E.1.3(c) amended in accordance with [\[2019\] FWCFCB 5409](#) at [248]-[254].

E.1.1 Plumbing and mechanical services employees and irrigation installer employees—apprentices commencing before 1 January 2014

(a) The apprentice hourly rate for apprentice plumbing and mechanical services/irrigation installer employees commencing before 1 January 2014 is calculated in accordance with clause 18.2(b).

(b) Ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday – first two <u>2</u> hours	Saturday – after two <u>2</u> hours	Sunday	Public holiday
	% of apprentice hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
First 1st <u>1st</u> year	9.83	14.75	19.66	19.66	24.58
Second 2nd <u>2nd</u> year	14.02	21.03	28.04	28.04	35.05
Third 3rd <u>3rd</u> year	17.62	26.43	35.24	35.24	44.05
Fourth 4th <u>4th</u> year	22.41	33.62	44.82	44.82	56.03

Commented [FWC29]: (((Minimum weekly rate for a plumbing and mechanical tradesperson Level 1 in cl 18.1 (as per cl 18.2(b)) + weekly tool allowance in cl. 21.8(a) + weekly plumbing trade allowance in cl. 21.3(b)) x apprentice percentage in cl. 18.2(b)(iii)) + weekly industry allowance in cl. 21.3(a)) ÷ 38 hours.

Commented [FWC30]: Relevant percentage in cl. 23.1 and 23.3

¹ Apprentice hourly rate includes the full amount of the weekly industry allowance and the relevant percentage of the weekly tool allowance and the weekly plumbing trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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(c) Overtime rates

	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours ¹	Sunday	Public holiday
	% of apprentice hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
First 1st year	14.75	19.66	19.66	24.58
Second 2nd year	21.03	28.04	28.04	35.05
Third 3rd year	26.43	35.24	35.24	44.05
Fourth 4th year	33.62	44.82	44.82	56.03

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1.

² Apprentice hourly rate includes the full amount of the weekly industry allowance and the relevant percentage of the weekly tool allowance and the weekly plumbing trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

Commented [FWC31]: ((Minimum weekly rate for a plumbing and mechanical tradesperson Level 1 in cl 18.1 (as per cl 18.2(b)) + weekly tool allowance in cl. 21.8(a) + weekly plumbing trade allowance in cl. 21.3(b)) x apprentice percentage in cl. 18.2(b)(iii)) + weekly industry allowance in cl. 21.3(a) ÷ 38 hours.

Commented [FWC32]: Relevant percentage in cl. 22.1.

E.1.2 Sprinkler pipe-fitting employees—apprentices commencing before 1 January 2014

(a) The apprentice hourly rate for apprentice sprinkler pipe-fitting employees commencing before 1 January 2014 is calculated in accordance with clause 18.2(b).

(b) Ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of apprentice hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
First 1st year	12.85	19.28	25.70	25.70	32.13

Commented [FWC33]: ((Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl. 18.1 (as per cl 18.2(b)) + weekly industry allowance in cl. 21.3(a) + relevant percentage of the weekly space, height and dirt money in cl. 21.3(f) + relevant percentage of the weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl 21.8(a)) x apprentice percentage in cl. 18.2(b)) ÷ 38 hours.

Commented [FWC34]: Relevant percentage in cl. 23.1 and 23.3.

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	Apprentice hourly rate – ordinary hours	Saturday – first two <u>2</u> hours	Saturday – after two <u>2</u> hours	Sunday	Public holiday
	% of apprentice hourly rate ¹				
	<u>100%</u>	<u>150%</u>	<u>200%</u>	<u>200%</u>	<u>250%</u>
	\$	\$	\$	\$	\$
<u>Second-2nd</u> year	14.13	21.20	28.26	28.26	35.33
<u>Third-2rd</u> year	19.27	28.91	38.54	38.54	48.18
<u>Fourth-4th</u> year	23.13	34.70	46.26	46.26	57.83

¹ Apprentice hourly rate includes the full amount of the weekly industry allowance and the relevant percentage of the space, height and dirt money allowance, the fire sprinklers fitters adjustment allowance and the applicable tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

Commented [FWC33]: ((Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl. 18.1 (as per cl 18.2(b)) + weekly industry allowance in cl. 21.3(a) + relevant percentage of the weekly space, height and dirt money in cl. 21.3(f) + relevant percentage of the weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl 21.8(a)) x apprentice percentage in cl. 18.2(b)) ÷ 38 hours.

Commented [FWC34]: Relevant percentage in cl. 23.1 and 23.3.

(c) Overtime rates

	Monday to Friday – first two <u>2</u> hours	Monday to Friday – after two <u>2</u> hours; commenced after midnight and prior to ordinary hours ¹	Saturday and Sunday	Public holidays
	% of apprentice hourly rate ²			
	<u>150%</u>	<u>200%</u>	<u>200%</u>	<u>250%</u>
	\$	\$	\$	\$
<u>First-1st</u> year	19.28	25.70	25.70	32.13
<u>Second-2nd</u> year	21.20	28.26	28.26	35.33
<u>Third-3rd</u> year	28.91	38.54	38.54	48.18

Commented [FWC35]: ((Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl. 18.1 (as per cl 18.2(b)) + weekly industry allowance in cl. 21.3(a) + weekly space, height and dirt money in cl. 21.3(f) + weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl 21.8(a)) x apprentice percentage in cl. 18.2(b)) ÷ 38 hours.

Commented [FWC36]: Relevant percentage in cl. 22.1.

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	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours; commenced after midnight and prior to ordinary hours ¹	Saturday and Sunday	Public holidays
	% of apprentice hourly rate ^b			
	150%	200%	200%	250%
	\$	\$	\$	\$
Fourth-4th year	34.70	46.26	46.26	57.83

Commented [FWC35]: ((Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl. 18.1 (as per cl 18.2(b)) + weekly industry allowance in cl. 21.3(a) + weekly space, height and dirt money in cl. 21.3(f) + weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl 21.8(a) x apprentice percentage in cl. 18.2(b)) ÷ 38 hours.

Commented [FWC36]: Relevant percentage in cl. 22.1.

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1

² Apprentice hourly rate includes the full amount of the weekly industry allowance and the relevant percentage of the space, height and dirt money allowance, the fire sprinklers fitters adjustment allowance and the applicable tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

E.1.3 Trainee apprentices—commencing before 1 January 2014

(a) The apprentice hourly rate for trainee apprentices commencing before 1 January 2014 is calculated in accordance with clause 18.2(b)(iv) and (v).

(b) **Ordinary and penalty rates**

	Apprentice hourly rate – ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of apprentice hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
First-1st year	11.13	16.70	22.26	22.26	27.83
Second-2nd year	15.69	23.54	31.38	31.38	39.23
Third-3rd year	19.43	29.15	38.86	38.86	48.58
Fourth-4th year	23.76	35.64	47.52	47.52	59.40

Commented [FWC37]: (Minimum weekly rate for a Plumbing and mechanical tradesperson Level 1 in cl. 18.1 (as per cl 18.2(b)) x apprentice percentage in cl. 18.2(b)(iv) + weekly plumbing trade allowance in cl. 21.3(b) x apprentice percentage in cl. 18.2(b)(iv) + weekly tool allowance in cl. 21.8(a) + weekly industry allowance in cl. 21.3(a)) ÷ 38 hours.

Commented [FWC38]: Relevant percentage in cl. 22.1

¹ Apprentice hourly rate includes the full amount of the weekly industry allowance, the weekly tool allowance, the relevant percentage of the weekly plumbing trade allowance payable to all employees for all purposes and if applicable, the fares allowance and/or the standard travelling time allowance. Any additional all-purpose allowances applicable need to be added to these rates.

(c) Overtime rates

	Plumbing and mechanical employees		Sprinkler pipe fitting employees	All employees	
	Monday to Saturday – first two <u>2</u> hours	Monday to Saturday – after two <u>2</u> hours	Monday to Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
First <u>1st</u> year	16.70	22.26	22.26	22.26	27.83
Second <u>2nd</u> year	23.54	31.38	31.38	31.38	39.23
Third <u>3rd</u> year	29.15	38.86	38.86	38.86	48.58
Fourth <u>4th</u> year	35.64	47.52	47.52	47.52	59.40

Commented [FWC39]: (Minimum weekly rate for a Plumbing and mechanical tradesperson Level 1 in cl. 18.1 (as per cl 18.2(b) x apprentice percentage in cl. 18.2(b)(iv) + weekly plumbing trade allowance in cl. 21.3(b) x apprentice percentage in cl. 18.2(b)(iv)) + weekly tool allowance in cl. 21.8(a) + weekly industry allowance in cl. 21.3(a) ÷ 38 hours.

Commented [FWC40]: Relevant percentage in cl. 22.1.

¹ **Apprentice hourly rate includes the full amount of the weekly industry allowance, the weekly tool allowance, the relevant percentage of the weekly plumbing trade allowance payable to all employees for all purposes and if applicable, the fares allowance and/or the standard travelling time allowance. Any additional all-purpose allowances applicable need to be added to these rates.**

E.2 Apprentices commencing on or after 1 January 2014

Clauses E.2.1(b), E.2.1(c), E.2.2(b), E.2.2(c), E.2.3(b), E.2.3(c), amended in accordance with [\[2019\] FWCFB 5409](#) at [248]-[254].

E.2.1 Plumbing and mechanical services employees and irrigation installer employees— apprentices commencing on or after 1 January 2014

- (a) The apprentice hourly rate for plumbing and mechanical services/ irrigation installer employees commencing on or after 1 January 2014 is calculated in accordance with clause 18.2(c).

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(b) Ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of apprentice hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Did not complete Year 12— first 1st year	12.83	19.25	25.66	25.66	32.08
Did not complete Year 12— second 2nd year	15.22	22.83	30.44	30.44	38.05
Did not complete Year 12— third 3rd year	17.62	26.43	35.24	35.24	44.05
Did not complete Year 12— fourth 4th year	22.41	33.62	44.82	44.82	56.03
Completed Year 12— first 1st year	14.02	21.03	28.04	28.04	35.05
Completed Year 12— second 2nd year	16.42	24.63	32.84	32.84	41.05
Completed Year 12— third 3rd year	17.62	26.43	35.24	35.24	44.05
Completed Year 12— fourth 4th year	22.41	33.62	44.82	44.82	56.03

Commented [FWC41]: ((Minimum weekly rate for a Plumbing and mechanical services Level 1 in cl. 18.1 (as per cl 18.2(c)) + weekly industry allowance (cl 21.3(a)) + weekly tool allowance in cl. 21.8(a) + weekly plumbing trade allowance in cl. 21.3(b)) x apprentice percentage in cl. 18.2(c)) ÷ 38 hours.

Commented [FWC42]: Relevant percentage in cl. 23.1 and 23.3.

¹ Apprentice hourly rate includes the full amount of the weekly industry allowance and the relevant percentage of the weekly tool allowance and the weekly plumbing trade allowance payable to all employees for all purposes Any additional all-purpose allowances applicable need to be added to these rates.

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(c) Overtime rates

	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours ¹	Sunday	Public holiday
	% of apprentice hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Did not complete Year 12— first 1st year	19.25	25.66	25.66	32.08
Did not complete Year 12— second 2nd year	22.83	30.44	30.44	38.05
Did not complete Year 12— third 3rd year	26.43	35.24	35.24	44.05
Did not complete Year 12— fourth 4th year	33.62	44.82	44.82	56.03
Completed Year 12— first 1st year	21.03	28.04	28.04	35.05
Completed Year 12— second 2nd year	24.63	32.84	32.84	41.05
Completed Year 12— third 3rd year	26.43	35.24	35.24	44.05
Completed Year 12— fourth 4th year	33.62	44.82	44.82	56.03

Commented [FWC43]: ((Minimum weekly rate for a Plumbing and mechanical services Level 1 in cl. 18.1 (as per cl 18.2(c)) + weekly industry allowance (cl 21.3(a)) + weekly tool allowance in cl. 21.8(a) + weekly plumbing trade allowance in cl. 21.3(b)) x apprentice percentage in cl. 18.2(c)) ÷ 38 hours.

Commented [FWC44]: Relevant percentage in cl. 22.1

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1.

² Apprentice hourly rate includes the full amount of the weekly industry allowance and the relevant percentage of the weekly tool allowance and the weekly plumbing trade allowance payable to all employees for all purposes Any additional all-purpose allowances applicable need to be added to these rates.

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E.2.2 Sprinkler pipe-fitting employees—apprentices commencing on or after 1 January 2014

(a) The apprentice hourly rate for apprentice sprinkler pipe-fitting employees commencing on or after 1 January 2014 is calculated in accordance with clause 18.2(c)(v).

(b) Ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday – first two <u>2</u> hours	Saturday – after two <u>2</u> hours	Sunday	Public holiday
	% of apprentice hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Did not complete Year 12— first <u>1st</u> year	12.85	19.28	25.70	25.70	32.13
Did not complete Year 12— second <u>2nd</u> year	15.42	23.13	30.84	30.84	38.55
Did not complete Year 12— third <u>3rd</u> year	19.27	28.91	38.54	38.54	48.18
Did not complete Year 12— fourth <u>4th</u> year	23.13	34.70	46.26	46.26	57.83
Completed Year 12— first <u>1st</u> year	14.13	21.20	28.26	28.26	35.33
Completed Year 12— second <u>2nd</u> year	16.70	25.05	33.40	33.40	41.75
Completed Year 12— third <u>3rd</u> year	19.27	28.91	38.54	38.54	48.18
Completed Year 12— fourth <u>4th</u> year	23.13	34.70	46.26	46.26	57.83

Commented [FWC45]: (Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl. 18.1 (as per cl 18.2(c)) + weekly industry allowance in cl. 21.3(a) + weekly space, height and dirt money in cl. 21.3(f) + weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl. 21.8(a) x apprentice percentage in cl 18.2(c)) ÷ 38 hours.

Commented [FWC46]: Relevant percentage in cl. 23.1 and 23.3

¹ Apprentice hourly rate includes the full amount of the weekly industry allowance and the relevant percentage of the space, height and dirt money allowance, the fire sprinklers fitters adjustment allowance and the applicable tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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(c) Overtime rates

	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours; commenced after midnight and prior to ordinary hours ¹	Saturday and Sunday	Public holiday
	% of apprentice hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Did not complete Year 12— first 1st year	19.28	25.70	25.70	32.13
Did not complete Year 12— second 2nd year	23.13	30.84	30.84	38.55
Did not complete Year 12— third 3rd year	28.91	38.54	38.54	48.18
Did not complete Year 12— fourth 4th year	34.70	46.26	46.26	57.83
Completed Year 12— first 1st year	21.20	28.26	28.26	35.33
Completed Year 12— second 2nd year	25.05	33.40	33.40	41.75
Completed Year 12— third 3rd year	28.91	38.54	38.54	48.18
Completed Year 12— fourth 4th year	34.70	46.26	46.26	57.83

Commented [FWC47]: ((Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl. 18.1 (as per cl 18.2(c)) + weekly industry allowance in cl. 21.3(a) + weekly space, height and dirt money in cl. 21.3(f) + weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl. 21.8(a)) x apprentice percentage in cl 18.2(c)) ÷ 38 hours.

Commented [FWC48]: Relevant percentage in cl. 22.1.

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1.

² Apprentice hourly rate includes the full amount of the weekly industry allowance and the relevant percentage of the space, height and dirt money allowance, the fire sprinklers fitters adjustment allowance and the applicable tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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E.2.3 Trainee apprentices—commencing on or after 1 January 2014

(a) The apprentice hourly rate for trainee apprentices commencing on or after 1 January 2014 is calculated in accordance with clause 18.2(c)(iv) and (v).

(b) Ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday – first two <u>2</u> hours	Saturday – after two <u>2</u> hours	Sunday	Public holiday
	% of apprentice hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Did not complete Year 12— first-1st <u>1st</u> year	14.06	21.09	28.12	28.12	35.15
Did not complete Year 12— second-2nd <u>2nd</u> year	16.63	24.95	33.26	33.26	41.58
Did not complete Year 12— third-3rd <u>3rd</u> year	19.43	29.15	38.86	38.86	48.58
Did not complete Year 12— fourth-4th <u>4th</u> year	23.76	35.64	47.52	47.52	59.40
Completed Year 12— first-1st <u>1st</u> year	15.23	22.85	30.46	30.46	38.08
Completed Year 12— second-2nd <u>2nd</u> year	17.56	26.34	35.12	35.12	43.90
Completed Year 12— third-3rd <u>3rd</u> year	19.43	29.15	38.86	38.86	48.58
Completed Year 12— fourth-4th <u>4th</u> year	23.76	35.64	47.52	47.52	59.40

Commented [FWC49]: (Minimum weekly rate for a Plumbing and mechanical services tradesperson level 1 in cl. 18.1 (as per cl 18.2(c)) x apprentice percentage in cl. 18.2(c)(iv) + weekly plumbing trade allowance in cl. 21.3(b) x apprentice percentage in cl. 18.2(c)(iv)) + weekly tool allowance in cl. 21.8(a) + weekly industry allowance in cl. 21.3(a) ÷ 38 hours.

Commented [FWC50]: Relevant percentage in cl. 23.1 and 23.3.

¹ Apprentice hourly rate includes the full amount of the weekly industry allowance, the weekly tool allowance, the relevant percentage of the weekly plumbing trade allowance payable to all employees for all purposes and if applicable, the fares allowance and/or the standard travelling time allowance. Any additional all-purpose allowances applicable need to be added to these rates.

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(c) Overtime rates

	Plumbing and mechanical employees		Sprinkler pipe fitting employees	All employees	
	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours	Monday to Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
Did not complete Year 12—first 1st year	21.09	28.12	28.12	28.12	35.15
Did not complete Year 12—second 2nd year	24.95	33.26	33.26	33.26	41.58
Did not complete Year 12—third 3rd year	29.15	38.86	38.86	38.86	48.58
Did not complete Year 12—fourth 4th year	35.64	47.52	47.52	47.52	59.40
Completed Year 12—first 1st year	22.85	30.46	30.46	30.46	38.08
Completed Year 12—second 2nd year	26.34	35.12	35.12	35.12	43.90
Completed Year 12—third 3rd year	29.15	38.86	38.86	38.86	48.58
Completed Year 12—fourth 4th year	35.64	47.52	47.52	47.52	59.40

Commented [FWC51]: (Minimum weekly rate for a Plumbing and mechanical services tradesperson in cl. 18.1 (as per cl. 18.2(c)) x apprentice percentage in cl. 18.2(c)(iv) + weekly plumbing trade allowance in cl. 21.3(b) x apprentice percentage in cl. 18.2(c)(iv) + weekly tool allowance in cl. 21.8(a) + weekly industry allowance in cl. 21.3(a)) ÷ 38 hours.

Commented [FWC52]: Relevant percentage in cl. 22.1.

¹ **Apprentice hourly rate** includes the full amount of the weekly industry allowance, the weekly tool allowance, the relevant percentage of the weekly plumbing trade allowance payable to all employees for all purposes and if applicable, the fares allowance and/or the standard travelling time allowance. Any additional all-purpose allowances applicable need to be added to these rates.

E.3 Adult apprentices

Clauses E.3.1(b), E.3.1(c), E.3.2(b), E.3.2(c) amended in accordance with [2019] FWCFB 5409 at [248]-[254].

E.3.1 Plumbing and mechanical services employees and irrigation installer employees—adult apprentice rates

(a) The apprentice hourly rate for adult apprentice plumbing and mechanical services employees and irrigation installer employees is calculated in accordance with clause 18.3(b).

(b) Ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of apprentice hourly rate ^{1,2}				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
First-1st year	20.33	30.50	40.66	40.66	50.83
Second-2nd year	20.33	30.50	40.66	40.66	50.83
Third-3rd year	20.33	30.50	40.66	40.66	50.83
Fourth-4th year	22.41	33.62	44.82	44.82	56.03

¹ Apprentice hourly rate for First to Third year includes the full amount of the weekly industry allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

² Apprentice hourly rate for Fourth year includes the full amount of the weekly industry allowance and the relevant percentage of the weekly tool allowance and the weekly plumbing trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

Commented [FWC53]: First to Third year: (Weekly Federal Minimum Wage as per cl 18.3(b) + weekly industry allowance in cl 21.3(a)) ÷ 38 hours.

Fourth year: ((Minimum weekly rate for a Plumbing and mechanical services tradesperson Level 1 in cl 18.1 (as per cl 18.3(b)) + weekly tool allowance in cl. 21.8(a) + weekly plumbing trade allowance in cl. 21.3(b)) x apprentice percentage in cl. 18.3(b) + weekly industry allowance in cl. 21.3(a)) ÷ 38 hours.

Commented [FWC54]: Relevant percentage in cl. 23.1 and 23.3.

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(c) Overtime rates

	Monday to Saturday – first two 2 hours	Monday to Saturday – after two 2 hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours ¹	Sunday	Public holiday
	% of apprentice hourly rate ^{b,3}			
	150%	200%	200%	250%
	\$	\$	\$	\$
First 1st year	30.50	40.66	40.66	50.83
Second 2nd year	30.50	40.66	40.66	50.83
Third 3rd year	30.50	40.66	40.66	50.83
Fourth 4th year	33.62	44.82	44.82	56.03

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1.

² Apprentice hourly rate for First to Third year includes the full amount of the weekly industry allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

³ Apprentice hourly rate for Fourth year includes the full amount of the weekly industry allowance and the relevant percentage of the weekly tool allowance and the weekly plumbing trade allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

Commented [FWC55]: First to Third year: (Weekly Federal Minimum Wage as per cl 18.3(b) + weekly industry allowance in cl 21.3(a)) ÷ 38 hours.

Fourth year: ((Minimum weekly rate for a Plumbing and mechanical services tradesperson Level 1 in cl 18.1 (as per cl 18.3(b)) + weekly tool allowance in cl. 21.8(a) + weekly plumbing trade allowance in cl. 21.3(b)) x apprentice percentage in cl. 18.3(b) + weekly industry allowance in cl. 21.3(a)) ÷ 38 hours.

Commented [FWC56]: Relevant percentage in cl. 22.1.

E.3.2 Sprinkler pipe-fitting employees—adult apprentice rates

(a) The apprentice hourly rate for adult apprentice sprinkler pipe-fitting employees is calculated in accordance with clause 18.3(a).

(b) Ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of apprentice hourly rate ^{1,2}				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
First 1st year	20.36	30.54	40.72	40.72	50.90
Second 2nd year	20.36	30.54	40.72	40.72	50.90

Commented [FWC57]: First to Third year: (Weekly Federal Minimum Wage as per cl 18.3(b) + weekly industry disability allowance in cl 21.3(f)) ÷ 38 hours.

Fourth year: ((Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl 18.1 (as per cl 18.3(b)) + weekly industry allowance in cl. 21.3(a) + weekly space, height and dirt money in cl. 21.3(f) + weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl. 21.8(a) x apprentice percentage in cl. 18.3(a)) ÷ 38 hours.

Commented [FWC58]: Relevant percentage in cl. 23.1 and 23.3.

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	Apprentice hourly rate – ordinary hours	Saturday – first two 2 hours	Saturday – after two 2 hours	Sunday	Public holiday
	% of apprentice hourly rate ^{1,2}				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Third 3rd year	20.36	30.54	40.72	40.72	50.90
Fourth 4th year	23.13	34.70	46.26	46.26	57.83

Commented [FWC57]: First to Third year: (Weekly Federal Minimum Wage as per cl 18.3(b) + weekly industry disability allowance in cl 21.3(f)) ÷ 38 hours.

Fourth year: ((Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl 18.1 (as per cl 18.3(b)) + weekly industry allowance in cl. 21.3(a) + weekly space, height and dirt money in cl. 21.3(f) + weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl. 21.8(a) x apprentice percentage in cl. 18.3(a)) ÷ 38 hours.

Commented [FWC58]: Relevant percentage in cl. 23.1 and 23.3.

¹ **Apprentice hourly rate** for First to Third year includes the full amount of the weekly industry disability allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

² **Apprentice hourly rate** for Fourth year includes the full amount of the weekly industry allowance and the relevant percentage of the space, height and dirt money allowance, the fire sprinklers fitters adjustment allowance and the applicable tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

(c) Overtime rates

	Monday to Friday – first two 2 hours	Monday to Friday – after two 2 hours; commenced after midnight and prior to ordinary hours ¹	Saturday and Sunday	Public holiday
	% of apprentice hourly rate ^{2,3}			
	150%	200%	200%	250%
	\$	\$	\$	\$
First 1st year	30.54	40.72	40.72	50.90
Second 2nd year	30.54	40.72	40.72	50.90
Third 3rd year	30.54	40.72	40.72	50.90
Fourth 4th year	34.70	46.26	46.26	57.83

Commented [FWC59]: First to Third year: (Weekly Federal Minimum Wage as per cl 18.3(b) + weekly industry disability allowance in cl 21.3(f)) ÷ 38 hours.

Fourth year: ((Minimum weekly rate for a Sprinkler fitter tradesperson Level 1 in cl 18.1 (as per cl 18.3(b)) + weekly industry allowance in cl. 21.3(a) + weekly space, height and dirt money in cl. 21.3(f) + weekly sprinkler fitter's adjustment in cl. 21.3(g) + weekly tool allowance in cl. 21.8(a) x apprentice percentage in cl. 18.3(a)) ÷ 38 hours.

Commented [FWC60]: Relevant percentage in cl. 22.1.

¹ Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 22.1.

² **Apprentice hourly rate** for First to Third year includes the full amount of the weekly industry disability allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

³ **Apprentice hourly rate** for Fourth year includes the full amount of the weekly industry allowance and the relevant percentage of the space, height and dirt money allowance, the fire sprinklers fitters adjustment allowance and the applicable tool allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

Schedule F—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Schedule F amended in accordance with [\[2019\]FWCFB 5409](#) at [141] to [145].

See clause 21—Allowances for full details of allowances payable under this award.

F.1 Wage-related allowances

F.1.1 Weekly wage-related allowances

Clause F.1.1 amended in accordance with [\[2019\]FWCFB 6935](#) at [10].

Administrative change made by Modern Awards team to footnotes

The weekly wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2 as the minimum weekly ~~wage-rate~~ for the Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 in clause 18.1 = **\$862.50**

Allowance	Clause	% of weekly standard rate	\$	Payable
On-call—fire sprinkler employee—permanent stand-by	18 17.2(a)	6.80	58.65	per week
On-call—fire sprinkler employee—other than permanent stand-by, Monday to Friday	18 17.2(b)	0.70	6.04	per night
On-call—fire sprinkler employee—other than permanent stand-by, Saturday, Sunday and public holiday	18 17.2(b)	5.00	43.13	per day
Industry allowance ¹	22 21.3(a)	3.70	31.91	per week
Plumbing trade allowance ¹³	22 21.3(b)(ii)	3.00	25.88	per week
Registration allowance ¹³	22 21.3(c)	4.00	34.50	per week
Fire sprinkler fitting trade allowance—tradespersons only ^{14,2}	22 21.3(e)(ii)	0.75	6.47	per week
Industry disability allowance ¹⁵	22 21.3(f)	3.80	32.78	per week
Space, height and dirt money allowance ¹⁶	22 21.3(f)	3.50	30.19	per week
Sprinkler fitters adjustment—sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above ¹⁷	22 21.3(g)	3.30	28.46	per week

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Allowance	Clause	% of weekly <u>standard rate</u>	\$	Payable
Sprinkler fitters adjustment—sprinkler fitting worker Level 1 ¹⁷	2221.3 (g)	2.80	24.15	per week
Leading hand allowance—not more than 1 employee ¹⁸	2221.3 (h)(i)	2.40	20.70	per week
Leading hand allowance—2 to 5 employees ¹⁸	2221.3 (h)(i)	5.30	45.71	per week
Leading hand allowance—6 to 10 employees ¹⁸	2221.3 (h)(i)	6.80	58.65	per week
Leading hand allowance—over 10 employees ¹⁸	2221.3 (h)(i)	9.00	77.63	per week
Service work	2221.4 (f)	0.86	7.42	per day
Computing quantities allowance	2221.4 (g)(i)	0.06	5.18	per day or part thereof

^{1,2,3,4,5,6,7,8} These allowances apply for all purposes

²⁴ This allowance has been structured to substitute for specific types of work (see clause 21.3(e)(v)).

F.1.2 Hourly wage-related allowances

The hourly wage-related allowances in this award are based on the standard rate as defined in clause 2 as the minimum wage-rate for the Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 in clause 18.1 = **\$22.70**

Allowance	Clause	% of hourly <u>standard rate</u>	\$	Payable
Requirement to act on plumber's licence	2221.4 (a)(i)	5.2	1.18	per hour
Oxy-acetylene welding allowance	2221.4 (b)(i)	3.0	0.68	per hour
Electric welding allowance	2221.4 (b)(i)	3.0	0.68	per hour
Lead burning allowance	2221.4 (c)	10.0	2.27	per hour
Ship work allowance	2221.4 (d)	7.0	1.59	per hour
First aid allowance	2221.4 (e)	13.7	3.11	per day
Laser safety officer allowance	2221.4 (h)(iii)	13.3	3.02	per day or part thereof

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Allowance	Clause	% of hourly <u>standard rate</u>	\$	Payable
Multistorey work allowance—from commencement of building to 15th floor level	2221.5(c) (iii)	2.6	0.59	per hour
Multistorey work allowance—from 16th – 30th floor level	2221.5(c) (iii)	3.1	0.70	per hour
Multistorey work allowance—from 31 st – 45th floor level	2221.5(c) (iii)	4.8	1.09	per hour
Multistorey work allowance—from 46th – 60th floor level	2221.5(c) (iii)	6.2	1.41	per hour
Multistorey work allowance—from 61st floor level onwards	2221.5(c) (iii)	7.7	1.75	per hour
Acid plants and chemical works allowance	2221.6(a) (i)	11.7	2.66	per hour
Aluminium foil insulation allowance	2221.6(b) (i)	2.6	0.59	per hour or part thereof
Asbestos eradication allowance	2221.6(c)	10.8	2.45	per hour
Asbestos materials allowance	2221.6(d)	4.0	0.91	per hour
Bitumen work allowance	2221.6(e)	4.0	0.91	per hour
Cold work allowance	2221.6(f) (i)	3.2	0.73	per hour
Cutting tiles allowance	2221.6(g)	4.0	0.91	per hour
Explosive powered tools allowance	2221.6(h)	7.6	1.73	per hour
Hospitals and morgues— infectious or contagious diseases	2221.6(j) (i)	0.3	0.07	per hour
Hospitals and morgues— infectious or contagious diseases—minimum per day	2221.6(j) (i)	2.2	0.50	not less— per day or part thereof
Hospitals and morgues— unrefrigerated bodies in morgue	2221.6(j) (ii)	0.3	0.07	per hour
Hospitals and morgues— unrefrigerated bodies in	2221.6(j) (ii)	2.2	0.50	not less— per day or

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Allowance	Clause	% of hourly <u>standard rate</u>	\$	Payable
morgue—minimum per day				part thereof
Hot work allowance— between 46° and 54° Celsius	2221 .6(k)(i)	3.2	0.73	per hour of part thereof
Hot work allowance— exceeds 54° Celsius	2221 .6(k)(i)	4.0	0.91	per hour of part thereof
Insulation allowance	2221 .6(l)(i)	4.0	0.91	per hour of part thereof
Service shafts allowance— not more than 4 hours spent in shaft	2221 .6(m)(i)	9.9	2.25	per day
Service shafts allowance— between 4 hours and 8 hours spent in shaft	2221 .6(m)(i)	19.6	4.45	per day
Service shafts allowance— more than 8 hours spent in shaft	2221 .6(m)(ii)	3.1	0.70	per hour
Towers—exceeding 15 metres	2221 .6(n)	3.2	0.73	per hour
Towers—each further 15 metres	2221 .6(n)	3.2	0.73	per hour
Toxic substances allowance	2221 .6(o)(i)	4.5	1.02	per hour
Working in close proximity to toxic substances	2221 .6(o)(i)	3.2	0.73	per hour

F.1.3 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

F.2 Expense-related allowances

The following expense-related allowances will be payable to employees in accordance with clause 21—Allowances:

Allowance	Clause	\$	Payable
Use of employee's vehicle for call-out	1817 .4	0.78	per km
Tool allowance	2221 .8(a)	22.50	per km
Meal allowance—overtime—at least one and a half hours after ordinary hours	2221 .8(b)	13.58	per meal
Meal allowance—overtime—each	2221 .8(b)	13.58	per meal

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Allowance	Clause	\$	Payable
subsequent four 4 hours			
Compensation for tools and clothes	2221.8 (d)(ii)	1308.10	maximum
Fares allowance	2221.9 (b)	11.36	per day
Transfer between job sites during work hours—own vehicle	2221.9 (e)(ii)	0.78	per km
Mileage allowance for travel beyond defined radius	2221.9 (f)	0.43	per km
Living away from home—distant work—per complete week	2221.10 (c)(i)	440.09	per week
Living away from home—distant work—per day	2221.10 (c)(i)	62.91	per day
Travelling expenses—forward journey—meal allowance	2221.10 (d)(i)	13.58	per meal
Travelling expenses—return journey	2221.10 (d)(ii)	20.97	per homeward journey
Travelling expenses—weekend return home	2221.10 (d)(iv)	35.36	per occasion
Travelling expenses—construction camps—camping allowance—per complete week	2221.10 (d)(v)	175.38	per week
Travelling expenses—construction camps—camping allowance—per day	2221.10 (d)(v)	25.13	per day

F.2.1 Adjustment of expense-related allowances

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

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

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

F.3 Other allowances

Administrative change made by Modern Awards team to footnotes

Allowance	Clause	\$	Payable
Special fixed allowance ¹	2221.3(d)	7.70	per week ^{2,3}
Daily hire employees—lost time loading allowance—plumbing and mechanical services classifications and irrigation installer ^{1,2}	2221.3(i)	–	3.17% of payments listed in clause 2221.3(i)

^{1,2}These allowances apply for all purposes

^{2,3}This allowance will not be adjusted

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Schedule G—School-Based Apprenticeship

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

Schedule H—Peak Sports Apprenticeships

- H.1** This schedule applies to peak sports apprenticeships. A peak sports apprentice is a person who is undertaking an apprenticeship in accordance with this award while also being contracted to play sport at a peak level.
- H.2** Peak sports apprenticeships are only available to persons contracted to play at a peak level for clubs or teams participating in competitions conducted by, or under the auspices of, Relevant National Sports Associations. Relevant National Sports Associations as at the date of this schedule are:
- (a) Australian Rugby League Commission (ARLC) and the National Rugby League (NRL);
 - (b) Australian Football League (AFL);
 - (c) Football Federation Australia (FFA);
 - (d) Cricket Australia; and
 - (e) Australian Rugby Union (ARU).
- H.3** The Fair Work Commission may approve organisations other than those organisations listed in H.2 as Relevant National Sports Associations. The Fair Work Commission will consider submissions from interested parties before it decides whether to grant this approval.
- H.4** A person of any age may undertake a peak sports apprenticeship in the trades covered by this award under a training agreement or contract of training for an apprenticeship declared or recognised by the relevant State or Territory authority.
- H.5** The conditions of each peak sports apprentice's contract to play in competitions conducted by, or under the rules or auspices of, a Relevant National Sports Association must allow the apprentice to engage in either part-time or full-time work or training from time to time, to balance the varying requirements of the apprentice's sports commitments as well as the arrangements required by the apprenticeship.
- H.6** At the completion of a peak sports apprenticeship, the apprentice will obtain a qualification in one of the trades covered by this award and be eligible to register as a tradesperson.
- H.7** Each peak sports apprenticeship must be:
- (a) supported by a Welfare and Education Manager (or the equivalent) of a club or team participating in a competition conducted by, or under the rules or auspices of, a Relevant National Sports Association; and
 - (b) approved by the Commissioner for Vocational Training (or the equivalent) for the relevant State or Territory.
- H.8** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice, and may not exceed ~~six~~ 6 years. |

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- H.9** Peak sports apprentices may vary their workload each year during their apprenticeship, depending on their contractual commitments to their respective clubs or teams.
- H.10** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to peak sports apprentices for hours worked including time deemed to be spent in off-the-job training.
- H.11** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation that is separate from normal work duties or general supervised practice undertaken on the job.
- H.12** A peak sports apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- H.13** Peak sports apprentices may be subject to certain conditions of skills assessment within the apprenticeship based on the following factors (which are non-exhaustive):
- (a) hours worked;
 - (b) workplace assessment;
 - (c) registered Training Organisation assessment requirements; and
 - (d) workplace evidence gathering.
- H.14** The apprentice wage scale applicable to peak sports apprentices are based on a standard full-time apprenticeship of ~~four~~ 4 years.
- H.15** If a peak sports apprentice converts from part-time to full-time, all time spent as a part-time or full-time apprentice will count for the purposes of progression through the relevant wage scale.
- H.16** Peak sports apprentices are entitled pro rata to all of the other conditions in this award.

Schedule I—Supported Wage System

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

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

I.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

I.3 Eligibility criteria

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

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

I.4 Supported wage rates

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

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

I.4.2 Provided that the minimum amount payable must be not less than **\$87** per week.

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

I.5 Assessment of capacity

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

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

I.6 Lodgement of SWS wage assessment agreement

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

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

I.7 Review of assessment

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

I.8 Other terms and conditions of employment

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

I.9 Workplace adjustment

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

I.10 Trial period

- I.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ 4 weeks) may be needed. |
- I.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- I.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- I.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- I.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause I.5.

Schedule J—Part-day Public Holidays

Schedule J amended in accordance with [\[2019\] FWCFB 5145](#) at [52] and [PR712198](#).

J.2 amended in accordance with [\[2019\] FWCFB 8491](#) and [PR715086](#).

J.1 This schedule operates in conjunction with award provisions dealing with public holidays.

J.2 ~~Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:~~

- ~~(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.~~
- ~~(b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.~~
- ~~(c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.~~
- ~~(d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.~~
- ~~(e) Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.~~
- ~~(f) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause J.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.~~
- ~~(g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.~~

~~**J.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:~~

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- ~~(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.~~
- ~~(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.~~
- ~~(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.~~
- ~~(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.~~
- ~~(e) Where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.~~
- ~~(f) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause J.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.~~
- ~~(g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.~~

~~J.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.~~

~~J.3J.4~~ This schedule is not intended to detract from or supplement the NES.

Schedule K—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule L—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$ _____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule M—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___