

The 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 <a href="#">PR580863</a>	Schedule K
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579801</a> , <a href="#">PR579541</a> and <a href="#">PR581528</a>	17.2,17.4, 18, 20, Schedule C, Schedule D, Schedule E Schedule F, Schedule J
	Incorporate changes resulting from <a href="#">PR583048</a>	23, Schedule L, Schedule M
	Incorporate changes resulting from <a href="#">PR584130</a>	21.6, Schedule N
	Incorporates feedback from the parties at the hearing on 6 December 2016 ( <a href="#">Transcript</a> )	2, 12.1
	<a href="#">Exposure Draft</a>	
26 March 2018	Incorporate changes resulting from <a href="#">PR588648</a>	18.8(e), 18.8(f)
	Correct error	21.6(c)
	Note added	Schedule C
	Incorporate change resulting from <a href="#">PR583048</a>	23.9(a)
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3500</a> , <a href="#">PR592689</a> , <a href="#">PR592295</a>	20, Schedule C, Schedule D, Schedule E, Schedule F, Schedule J
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3433</a> , <a href="#">PR593826</a>	1.2, 2, 18.6, 23, 30.6, Schedule I
	Correct error	F.1.2
	Correct error	F.1.2
	Incorporate changes resulting from <a href="#">PR598110</a>	Schedule K
	Incorporates change resulting from <a href="#">[2018] FWCFB 1548</a>	11.3(b), 13.14(d), 12.1, 12.2, 18.8, 20.3(f), 21.7, 21.8, 22.1, 22.2, Schedule C, Schedule D

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

# EXPOSURE DRAFT

## Plumbing and Fire Sprinklers Award 2016

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. This exposure draft does not seek to amend any entitlements under the Plumbing award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.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. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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DRAFT

## Part 1—Application and Operation of this Award

### 1. Title and commencement

1.1 This award is the *Plumbing and Fire Sprinklers Award 2016*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

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

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

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

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

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

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

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

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

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

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

**fire sprinkler fitting** ~~is defined in clause 4.2(b) means the erection, fitting, fixing, altering, inspecting, testing, maintaining, retrofitting, overhauling or repairing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems~~

**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
- (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)

References to Fair Work Act changed to ‘Act’. See [\[2017\] FWCFCB 3433](#) at [350].

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009 (Cth)* 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) means ~~plumbing, gasfitting, roof plumbing, lead burning, ship plumbing, heating, airconditioning or ventilation plumbing, irrigation installation, pipe fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:~~

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

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

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

**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 22.2—Shiftwork

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

**standard rate** means the minimum hourly/weekly wage 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.
- 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

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 industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in



classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.4 operates subject to the exclusions from coverage in this award.

- 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 industry, parts of industry and/or occupations set out at clauses 4.1 and 4.2 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.6 operates subject to the exclusions from coverage in this award.
- 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.

## **5. Effect of variations made by the Fair Work Commission**

- 5.1** 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.

## **6. Award flexibility for individual arrangements**

- 6.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;

- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**6.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**6.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**6.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks’ notice of termination.
- 6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

**7. Facilitative provisions for flexible working practices**

- 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.

The format of the facilitative provisions tables in exposure drafts is a standard format. We note that interested parties agreed to remove the third column of the table in clause 7.2, however para [7] of [\[2018\] FWCFB 1548](#) noted that where an agreed position contradicts an established approach the change would not be adopted. If parties wish to comment further they can do so by **19 April 2018**.

- 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
15.4	Alternative methods of arranging ordinary hours and rostered days off	A majority of employees
<u>15.5(c)</u>	General exception for employers of fewer than 15 (not working alongside other building and construction workers)	<u>An individual employee</u>
<u>15.5(e)(ii)</u>	<u>Rostered days off for employees not working alongside other building and construction workers</u>	<u>The employees</u>
<u>15.5(f)(ii)</u>	<u>Rostered days off for employee working alongside other building and construction workers</u>	<u>The employees</u>
16.2	Variation of meal breaks	A majority of employees
21.3	Working during meal break	An individual employee

Clause	Provision	Agreement between an employer and:
26.2	Public holidays—substitution	A majority of employees

~~Parties are asked whether clause 15.3—Early start should specify ‘a majority of employees’?~~

## 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 will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

## 10. Weekly hire employment

- 10.1 Weekly hire employment is subject to the notice provisions in clause 31— Termination of employment.
- 10.2 A full-time weekly hire employee works an average of 38 ordinary hours per week.

## 11. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

- 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;

Clause 11.3(b) varied as per [595] of [\[2018\] FWCFB 1548](#). Submissions in response to this provisional view are due by **19 April 2018**.

- (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 employment

Casual employment provisions may be affected by [AM2014/197](#).

12.1 varied as per [586] of [\[2018\] FWCFB 1548](#).

- 12.1 A casual employee is an employee engaged and paid as such a casual and works less than an average of 38 ordinary hours or five days per week over any two successive weeks.

12.2 varied to reflect the current clause 14.2 of the *Plumbing and Fire Sprinklers Award 2010* per [586] of [\[2018\] FWCFB 1548](#). Interested parties may provide feedback on the amendment by **19 April 2018**.

- 12.2 In addition to the hourly minimum wage for a weekly hire employee appropriate for the type of work, a casual employee must be paid an additional 25% of the hourly

minimum wage with a minimum payment as for three hours of employment. The penalty rate prescribed in this clause will be paid instead of public holidays, paid leave, notice of termination and redundancy entitlements prescribed for other employees in this award.

~~For ordinary hours worked, a casual employee will be paid the ordinary hourly rate for a weekly hire employee appropriate for the type of work, plus a loading of 25% of the ordinary hourly rate with a minimum payment as for three hours of employment.~~

**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 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 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 12.4 within four weeks of the employee having attained such period of six months. The employee retains their right of election under this clause if the employer fails to comply with clause 12.4(b).
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 12.4(a), on receiving notice under clause 12.4(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (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 12.4(d), the employer and employee must, subject to clause 12.4(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.

- (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 12.4(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 12.4(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any agreement reached must be kept by the employer as a time and wages record. Any agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 12.4(a).
- (k) For the purposes of this clause, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- (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

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 weeks' notice of termination; or
  - (ii) notice of termination in accordance with the National Employment Standards;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 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 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing training, whichever is the later, unless there is unsatisfactory progress;
- (b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 13.13(a) above.

### 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, 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.

13.14(d)(ii) varied as per [600] of [\[2018\] FWCFB 1548](#). Submissions in response to this provisional view are due by **19 April 2018**.

**(d) Employment as an adult apprentice**

~~(i)~~ Where possible, employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.

~~(ii) Adult apprentices will not be employed at the expense of other apprentices.~~

Parties are asked whether clause 13.4(d)(ii) is permitted in an award

**14. Classifications**

The definitions of the classification levels in clause 18—Minimum wages 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 week work cycle.

**15.2 Ordinary working hours**

- (a)** Subject to the provisions of this clause, ordinary working hours will be worked in a 20 day, four week cycle, Monday to Friday inclusive.
- (b)** The roster will be comprised of 19 days of eight hours with 0.4 of one hour each day worked accruing to be paid as a rostered day off (RDO) in each cycle.
- (c)** Subject to clause 15.3—Early start and clause 22—Penalty rates, ordinary hours are worked between 7.00 am and 6.00 pm Monday to Friday inclusive.

**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 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 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 26, the next working day will be taken as the RDO, unless an alternate day in that four week cycle or the next four week cycle is agreed in writing between the employer and the employee.
  - (iv) Each day of paid leave taken and/or any public holiday occurring during any four week cycle will be regarded as a day worked for RDO and all other accrual purposes.
  - (v) Any proportion of money accrued towards payment for a RDO will be paid as hours worked for the purpose of calculating entitlements due on termination of employment.
- (b) Where required by the employer, an employee may be required to work on their scheduled RDO where such work is necessary:
  - (i) to allow other employees to be employed productively;
  - (ii) to undertake out-of-hours maintenance;
  - (iii) due to unforeseen delays to a particular project or a section of the project;  
or
  - (iv) for other reasons arising from unforeseen or emergency circumstances on a project;

provided that, in addition to RDOs and all other accrual purposes, the employee will be paid the penalty rates and provisions of weekend work or public holiday work under clause 22—Penalty rates.

**(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 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 Friday in the cycle;
- the fourth Monday in the cycle; or
- the fourth Friday in the cycle.

(ii) By agreement between an employer and its employees an alternative day in the four 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 Monday in the cycle.

(ii) By agreement in writing between an employer and its employees an alternative day in the four week cycle may be the RDO. If requested by the employees, the employer must inform the employee's representative at least five 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 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 20.6(o)(ii), immediately before lunch and before finishing time will be entitled to take 10 minutes washing time break which will count as time worked.
- (c) Where an employee is engaged in hot work as defined in clause 20.6(k) or cold work as defined in clause 20.6(f) and the work continues for more than two hours, the employee will be entitled to a 20 minute rest after every two hours work which will count as time worked.

16.5 and 16.6 deleted and inserted as new clauses 21.7 and 21.8 per [586] of [2018] FWCFB 1548. Interested parties may provide feedback on this amendment by **19 April 2018**.

### ~~16.5 Overtime rest breaks~~

- ~~(d) When an employee is required to work overtime after their usual finishing time for the day for two hours or more, the employee will be allowed a paid rest break of 20 minutes in duration immediately after their usual finishing time and thereafter, after each four hours of continuous work, the employee will be allowed to take also a paid rest break of 30 minutes in duration.~~
- ~~(e) In the event of an employee remaining at work after their usual finishing time without taking the paid rest break of 20 minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.~~
- ~~(f) For the purpose of clause 16.6, 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.~~
- ~~(g) Clauses 16.3 and 16.4(d) do not apply in the case of an employee who is allowed the rest periods prescribed by clauses 20.6(k) and 20.6(f).~~

- (h) ~~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.~~

#### ~~16.6 — Overtime meal breaks~~

~~Clause 16.6 Overtime meal breaks meal breaks has been moved from the overtime clause. Parties are asked if this clause and clause 16.5 — Overtime rest breaks would be better placed together in clause 21 — Overtime.~~

- (i) ~~An employee working on a Saturday, Sunday or public holiday will be allowed a paid meal break of 20 minutes after four hours of work, to be paid at the relevant overtime rate in clause 21 — Overtime, but this will not prevent any arrangement being made for a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.~~
- (j) ~~In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid rest break of 30 minutes payable at the relevant overtime rate in clause 21 — Overtime.~~

#### 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
  - (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**

**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 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 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 **\$55.02** per week of seven days;
- (b) for other than permanent stand-by on roster, each Monday to Friday on call—an additional **\$5.66** per night, and for each Saturday, Sunday or public holiday on call an additional **\$40.46** 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 21.2 will not be regarded as overtime for the purposes of clause 21—Overtime, where the actual time worked is less than four hours on such recall or on each of such recalls.

**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 wages**

**18.1 General**

18.8(e) and 18.8(f) amended in accordance with [PR588648](#)

**Exposure draft – Plumbing and Fire Sprinklers Award 2016**

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.

<b>Employee classification</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
	\$	\$
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)	707.10	18.61
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three months in the industry)	721.70	18.99
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	731.80	19.26
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))	743.30	19.56
Plumbing and mechanical services worker/Sprinkler fitting worker Level 2	783.30	20.61
Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1	783.30	20.61
Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2	783.30	20.61
Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 1	807.70	21.26
Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 2	832.30	21.90
Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 1	854.60	22.49
Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 2	879.20	23.14

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

**18.2 Apprentices wages**

- (a) Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this award (including clause 20.9—Expense-related allowances—fares and travelling time), except clause 20.3(d)—Special fixed allowance, at the full rate unless otherwise prescribed by this clause or clause 20—Allowances.



**(b) Apprentices engaged before 1 January 2014**

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

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

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

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

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

- (v) In addition to the weekly minimum wage arising out of clause 18.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 20.3(b)(ii)), the full amount of the tool allowance (clause 20.8(a)), the industry allowance in clause 20.2(a), and if applicable, the fares allowance in clause 20.9(b) and/or the standard travelling time allowance in clause 20.9(c).

**(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 to be paid to apprentices will be the following percentages of the aggregate of:

**Exposure draft – Plumbing and Fire Sprinklers Award 2016**

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

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

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

Apprentice	Apprentices who have not completed year 12	Apprentices who have completed year 12
	%	%
First year	54	59
Second year	65	69
Third year	77	77
Fourth year	95.5	95.5

- (v) In addition to the weekly minimum wage arising out of clause 18.2(b)(iv), trainee apprentices must be paid the relevant percentage of the plumbing trade allowances (clause 20.3(b)(i)), the full amount of the tool allowance (clause 20.8(a)), the industry allowance in clause 20.2(a), and if applicable, the fares allowance in clause 20.9(b) and/or the standard travelling time allowance in clause 20.9(d).

**18.3 Wages—adult apprentices**

**(a) Sprinkler Fitter**

- (i) Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay by virtue of entering into a training agreement.

- (ii) For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in clause 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 20.3(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.

**18.5 Peak Sports Apprenticeships**

See Schedule H—Peak Sports Apprenticeships.

**18.6 National training wage**

Clause 18.6 substituted as per [PR593826](#)

- (a) Schedule E to the *Miscellaneous Award 2015* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2015* as at 1 July 2017. Provided that any reference to “this award” in Schedule

E to the *Miscellaneous Award 2015* is to be read as referring to the *Plumbing and Fire Sprinklers Award 2015* and not the *Miscellaneous Award 2015*.

~~For employees undertaking a traineeship, see Schedule I—National Training Wage.~~

### 18.7 Supported wage system

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

### 18.8 Payment of wages

18.8(a) amended as per [586] of [2018] FWCFB 1548

- (a) 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.
- (b) An employee paid by other than cash will be allowed reasonable time as agreed between the employer and the employee, to attend the branch of their bank nearest the workplace to cash such cheques or draw upon the accounts during working hours.
- (c) Payments must be made and available to the employee not later than the end of ordinary hours of work on Thursday of each working week.
- (d) Where, on any pay day, work finishes for the day because of inclement weather an employee must be paid all wages, allowances and other monies due to the employee without undue delay.

~~Penalties upon late payment of wages is being considered in matter [AM2016/8](#)~~

18.8(e) amended in accordance with [PR588648](#)

- (e) 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](#), see [draft determination \(at attachment A of Statement\)](#)~~

18.8(f) amended in accordance with [PR588648](#)

- (f) When notice is given in accordance with clause 31—Termination of employment, monies due to the employee must be paid at the time of termination. Where this is not practicable monies will be sent by registered post or, if the employee is normally paid by electronic funds transfer, transferred into the employee's account within two working days.

## **18.9 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. Superannuation**

### **19.1 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.

### **19.2 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.

### **19.3 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 19.2.
- (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 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

### **19.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount

authorised under clauses 19.3(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.

#### 19.5 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 19.2 and pay the amount authorised under clauses 19.3(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.

## 20. Allowances

Monetary amounts adjusted as a result of AWR 2017
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- 20.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule F for a summary of monetary allowances and method of adjustment.

**20.2 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 20.3(a));
  - (ii) Plumbing trade allowance (clause 20.3(b));
  - (iii) Registration allowance (clause 20.3(c));
  - (iv) Special fixed allowance (clause 20.3(d));
  - (v) Fire sprinkler fitting trade allowance (clause 20.3(e));
  - (vi) Industry disability allowance and space, height and dirt money allowance—fire sprinkler fitter employees (clause 20.3(f));
  - (vii) Sprinkler fitters adjustment (clause 20.3(g));
  - (viii) Lost time loading—daily hire employees (clause 20.3(i)); and
  - (ix) Leading hand allowance (clause 20.3(h)(i)).

**20.3 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 **\$29.94** 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;

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- (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 **\$24.27** per week.
- (iii) The plumbing trade allowance must be paid to employees in the above classifications whether or not the work of such employees involves any of the work described below.
- (iv) For the purposes of this clause, the plumbing trade allowance has been structured to substitute for the following types of work:
  - handling insulation material;
  - use of explosive powered tools;
  - using toxic substances;
  - working in close proximity to employees engaged in using toxic substances;
  - working where fumes are present;
  - asbestos work requiring use of materials containing asbestos or work in close proximity to employees using such materials;
  - work in any confined space;
  - swing scaffold work;
  - wet work;
  - dirty or offensive work;
  - ladder work;
  - chokage work.
- (v) The definitions of allowances are set out under clause 20.6.



(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 **\$32.36** 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 20.3(b).

(ii) An employee in a classification at or exceeding Sprinkler fitting tradesperson Level 1 must be paid the sprinkler fitter trade allowance of **\$6.07** 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 20.3(b).

(iv) Classifications below Sprinkler fitting tradesperson Level 1 must be paid the plumbing trade allowance on an incidence basis, calculated hourly, under clause 20.3(b).

(v) For the purposes of this paragraph, the sprinkler fitting trade allowance has been structured to substitute for the following types of work:

- Handling insulation material—**\$0.85** 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—**\$1.62** per hour;
- Using toxic substances—**\$0.85** per hour;
- Working in close proximity to employees engaged in using toxic substances—**\$0.68**;
- 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—**\$2.30** per hour.

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

20.3(f) varied per [586] of [2018] FWCFB 1548

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

<b>Allowances</b>	<b>\$ per week</b>
Industry disability allowance	30.75
Space, height and dirt money	28.32

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

Parties are asked whether the allowance in clause 20.3(f) is only payable to adults

**(g) Sprinkler fitters adjustment**

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

<b>Allowances</b>	<b>\$ per week</b>
Sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above	26.70
Sprinkler fitting worker Level 1	22.65

**(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 of the highest classification supervised, or their own weekly minimum wage, whichever is the highest, in accordance with the number of employees in their charge.

<b>In charge of</b>	<b>\$ per week</b>
Not more than 1 employee	19.42
2–5 employees	42.88
6–10 employees	55.02
Over 10 employees	72.82

(ii) The hourly rate prescribed in this clause is calculated to the nearest cent, by multiplying the relevant weekly minimum wage rate for a weekly hire employee by 52 over 50.4 and dividing by 38 and will apply for all purposes of this award.

**(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 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 (clause 18.1—Minimum wages);
  - the industry allowance (clause 20.2(b));
  - the plumbing trade allowance (clause 20.3(b));
  - the registration allowance (clause 20.3(c)); and
  - the tool allowance (clause 20.8(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 (clause 18.1—Minimum wages);
  - the industry allowance (clause 20.2(b));
  - the plumbing trade allowance (clause 20.3(b)); and
  - the tool allowance (clause 20.8(a)).

Note: classifications below tradesperson are not included in clause 20.3(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 fall within clauses 20.3(i)(i) or 20.3(i)(ii), the rate of the allowance is the percentage of the sum of:
  - the weekly minimum wage (clause 18.1—Minimum wages);
  - the industry allowance (clause 20.2(b)); and
  - the plumbing trade allowance (clause 20.3(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 (clause 18.1—Minimum wages); and
  - the industry allowance (clause 20.2(b)).

**20.4 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 **\$1.11** 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:

- **\$0.63** per hour for oxy-acetylene welding; and
- **\$0.63** 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 must be paid an additional **\$2.13** per hour.

**(d) Ship work**

An employee engaged on work in connection with ships must be paid an additional **\$1.49** per hour.

**(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 **\$2.92** per day.

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

An employee will be paid **\$6.96** 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 **\$4.85** 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 20.3(h).

**(h) Laser safety officer allowance**

This clause 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 **\$2.83** 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.

**20.5 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 20.6.

**Payable to all employees including those entitled to the allowance specified in clause 20.2(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 20.2(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, to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.
- For the purposes of this clause **renovation work** is work performed on existing multistorey buildings, and such work involves structural alterations which extend to more than two storey levels in a building and at least part of the work to be performed is above the fourth floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

(ii) **Definitions**

- A **multistorey building** is a building which will, when complete, consist of five or more storey levels.
- **Complete** means the building is fully functional and all work which was part of the principal contract is complete.
- For the purposes of clause 20.5(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 20.5(c), or by clause 20.6(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.

<b>Storey</b>	<b>\$ per hour</b>
From commencement of building to 15th floor level	0.55
From 16th floor level to 30th floor level	0.66

From 31st floor level to 45th floor level	1.02
From 46th floor level to 60th floor level	1.32
From 61st floor level onwards	1.64

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

**20.6 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 **\$2.49** rate per hour.
- (ii) This special rate will not apply to an employee who receives the lead burning allowance prescribed in clause 20.4(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 **\$0.55** 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 **\$2.30** per hour worked instead of the special rates prescribed in clause 20.6, with the exception of clauses 20.6(f) and 20.6(k).

**(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 **\$0.85** 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 **\$0.85** per hour.

**(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 **\$0.68** per hour.

**(ii)** Where such work continues for more than two hours, the employee will be entitled to a 20 minute rest after every two hours work without loss of pay, not including the special rate provided by clause 20.6(f)(i).

**(g) Cutting tiles**

An employee engaged on cutting tiles by electric saw must be paid an additional **\$0.85** 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 **\$1.62** 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 **\$0.06** per hour, but in any event not less than **\$0.47** 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 **\$0.06** per hour, but in any event not less than **\$0.47** 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 **\$0.68** per hour or part thereof; with an additional **\$0.85** per hour or part thereof, where the temperature exceeds 54° Celsius.
- (ii) Where such work continues for more than two hours, the employee will be entitled to 20 minutes' rest after every two hours' work without loss of pay, not including the special rate provided by clause 20.6(k)(i).

**(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 **\$0.85** 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:

<b>Time</b>	<b>\$ per day</b>
For any day including a Saturday or Sunday where the time spent in the service shaft is not more than four hours	2.11
For any day including a Saturday or Sunday where the time spent in the service shaft exceeds four hours but not more than eight hours	4.17

- (ii) In addition to the amounts prescribed above in this table, where the aggregate of time spent in a service shaft on any day including a Saturday or Sunday exceeds eight hours, such employees must be paid **\$0.66** 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 **\$0.68** per hour, with an additional **\$0.68** 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 **\$0.96** per hour. Employees working in close proximity to employees so engaged must be paid an additional **\$0.68** per hour.

- (ii) For the purpose of clause 20.6(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 pack catalyst system.
- (iii) Where an employee is using materials of the types mentioned in this clause 20.6(o)(ii) and such work continues into their meal break they will be entitled to take washing time of 10 minutes immediately prior to their meal breaks. Where this work continues to the finishing time of the day or is finished at any time prior to the finishing time of the day, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.

**20.7** 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 20.6.

**20.8 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 **\$12.89** to meet the cost of a meal, plus an additional **\$12.89** 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

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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**:
  - 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 20.8(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:
  - only tools used by the employee in the course of their employment will be covered by this clause;
  - 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.

**20.9 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:

	<b>Travel time</b>	<b>Fares</b>
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

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	<b>Travel time</b>	<b>Fares</b>
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
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 20.9(a), employees will be paid a fares allowance of **\$10.80** 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 20.9(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 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 of the employee's classification per day.

**(ii)** The defined radius is 50 kms from the centre of employment as determined under clause 20.9(c)(iv).

**(iii)** An employer having determined its centre of employment under clause 20.9(c)(iv) will not change that centre without at least 28 days' prior notice to each of its employees.

**(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; 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 20.9(d)(i), the actual time incurred in travelling is to be calculated by reference to a speed not exceeding the legal speed limit.

**(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 20.9(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 hours in any one day.
- (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 20.9(c)(iv) and fares and travelling time must be paid as prescribed by clauses 20.9(b), 20.9(c) and 20.9(d) as the case may be.

**(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 will not be taken into account in calculating overtime, penalty rates, annual or personal/carer's leave.

**20.10 Expense-related allowances—Living away from home—distant work**

**(a) Qualification**

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

**(b) Employee's address**

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

**(c) Entitlement**

- (i) Where an employee qualifies under clause 20.10(a) the employer will either:
  - provide the worker with reasonable board and lodging;
  - pay an allowance of **\$418.27** per week of seven days but such allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance will be **\$59.79** per day. The foregoing allowances

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

- in circumstances prescribed in clause 20.10(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 will not be entitled to any of the allowances prescribed by clause 20.9—Expense-related allowances—fares and travelling time, for the period occupied in travelling from the employee’s usual place of residence to the distant job, but instead must be paid as follows:

**(i) Forward journey**

- For the time spent in so travelling, at the hourly minimum wage up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- For the amount of the fare on the most common method of public transport to the job (bus, air or rail with sleeping berths if necessary), any excess payment due to transporting the employee’s tools if such an expense is incurred.
- For any meals incurred while travelling at **\$12.89** per meal.
- The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing on-the-job and who does not forthwith return to their place of engagement.

**(ii) Return journey**

- An employee will, for the return journey, receive the same time, fares, and meal payments as provided in clause 20.10(d)(i), together with an amount of **\$19.93** to cover the cost of transporting themselves and their tools from the main public transport terminal to the employee’s usual place of residence.
- The above return journey payments will not be paid if the employee terminates or discontinues the employment within two months of commencing on-the-job, or if the employee is dismissed for incompetence within one working week of commencing on-the-job, or is dismissed for misconduct.
- Departure point—for the purposes of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee’s usual place of residence to the locality of the work.

**(iii) Daily fares allowance**

An employee engaged on a job which qualifies the employee to the provisions of this clause and who is required to reside elsewhere than on

the site (or adjacent to the site and supplied with transport) must be paid the fares allowance prescribed by clause 20.9(b).

(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 **\$33.61** for each occasion. This provision will not apply to an employee who is receiving the payment prescribed in clause 20.10(c) instead of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in clause 20.10(d)(v).
- When an employee returns home for a weekend or part of a weekend and does not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 20.10(c) will be made.

(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 **\$166.68** for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee must be paid **\$23.89** per day including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.



**(e) Rest and recreation**

**(i) Rail or road travel**

- An employee who proceeds to a job which qualifies them for the provisions of clause 20.10(e) may, after two months' continuous service and thereafter at three monthly periods in respect of plumbing and mechanical services employees, and two months' continuous service and two monthly periods thereafter in respect of sprinkler fitters, return to the employee's usual place of residence at the weekend.
- If the employee does so, the employee must be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.
- Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days (14 days for a sprinkler fitter) after expiration of any such period of two or three months, then the provisions of clause 20.10(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 months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. Proof of such written notice will lie with the employer.
- Service requirements—for the purpose of this clause service will be deemed to be continuous despite an employee's absence from work as prescribed in this clause.

**(ii) Variable return home**

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

**(iii) No payment for unused fares**

Payment of fares as provided for in clause 20.10(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 20.10(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.

**20.11 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 apply.

(c) **Restrictions on payments**

An employee will not be entitled to payment for inclement weather as provided for in clause 20.11(d) unless the employee remains on-the-job until the provisions set out in clause 20.11(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 weeks. The following conditions will apply:

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

**(e) 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 20.9(e) except where the employer provides transport.

**(f) Employees required to work in inclement weather**

- (i)** Except as provided in clause 20.11(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 hours of ordinary time in any one day;
- after the meal break, as provided in clause 16.1, for more than an accumulated total of **50%** of the normal afternoon work time;
- during the final two hours of the normal work day for more than an accumulated total of one hour;

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

**(ii) Rain at starting time**

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

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

## Part 5—Overtime and Penalty Rates

### 21. Overtime

21 amended in accordance with [PR584130](#) (21.6 inserted)

#### 21.1 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 hours	150
	After two hours	200
Saturday—sprinkler fitters		200
Saturday—plumbing	First two hours	150

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and mechanical services employees, irrigation installer employees	After two hours	200
	After 12 noon	200
Sunday—all employees		200
Public holidays—all employees		250
Work commenced after midnight and before start of ordinary hours		200

- (b) An employee required to work on a Saturday will be given at least three hours of work.
- (c) An employee required to work on a Sunday or a public holiday will be given at least four hours of work.
- (d) Clauses 21.1(b) and 21.1(c) will not apply in circumstances where the employee is recalled to work in accordance with clause 21.2—Call-back.
- (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 21.8.

**21.2 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 hours’ work;
  - (ii) sprinkler fitter employees—for a minimum of four hours’ work.

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

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

**21.3 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.

#### **21.4 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.

#### **21.5 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.

#### **21.6 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 21.6.

21.6(c) amended to correct cross-referencing error

- (c) An agreement must state each of the following:
  - (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) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule N. There is no requirement to use the form of agreement set out at Schedule N. An agreement under clause 21.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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- (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 21.6 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 21.6 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), 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 21.6 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 21.6 will apply, including the requirement for separate written agreements under paragraph (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 21.6 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 21.6.

16.5 and 16.6 deleted and inserted as new clauses 21.7 and 21.8 per [586] of [2018] FWCFB 1548. Interested parties may provide feedback on this amendment by **19 April 2018**.

## 21.7 Overtime rest breaks

- (a) When an employee is required to work overtime after their usual finishing time for the day for two hours or more, the employee will be allowed a paid rest break of 20 minutes in duration immediately after their usual finishing time and thereafter, after each four hours of continuous work, the employee will be allowed to take also a paid rest break of 30 minutes in duration.
- (b) In the event of an employee remaining at work after their usual finishing time without taking the paid rest break of 20 minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- (c) For the purpose of clause 21.7, **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) do not apply in the case of an employee who is allowed the rest periods prescribed by clauses 20.6(k) and 20.6(f).
- (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.

## 21.8 Overtime meal breaks

Clause—16.6 Overtime meal-breaks meal breaks has been moved from the overtime clause. Parties are asked if this clause and clause—16.5 Overtime rest-breaks would be better placed together in clause 21—Overtime.

- (a) An employee working on a Saturday, Sunday or public holiday will be allowed a paid meal break of 20 minutes after four hours of work, to be paid at the relevant overtime rate in clause 21—Overtime, but this will not prevent any arrangement being made for a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.
- (b) In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid rest break of 30 minutes payable at the relevant overtime rate in clause 21—Overtime.

## 22. **Penalty rates**

### 22.1 **Weekend work**

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

22.1 varied per [586] of [2018] FWCFB 1548



Day		% of the <del>ordinary</del> <u>minimum</u> hourly rate
Saturday	First two 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 21—Overtime.
- (c) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause 16.1 and a daily rest break in accordance with clause 16.3.

## 22.2 Shiftwork

22.2(a) deleted and replaced with new clauses 22.2(a) and (b) per [586] of [2018] FWCFB 1548. Interested parties can provide feedback regarding the amendment from “ordinary hourly rate” to “minimum hourly rate” in clause 22.2 by **19 April 2018**.

Interested parties may be perusing a separate substantive variation to the shiftwork clause which may negate this redrafting.

- ~~(a) An employee who is required to work ordinary hours on Monday to Friday for five or more consecutive shifts must be paid:
 
  - ~~(i) where the employee is given at least 48 hours’ notice prior to the start of the shiftwork—133% of the employee’s ordinary hourly rate; or~~
  - ~~(ii) where the employee is given less than 48 hours’ notice prior to the start of shiftwork—150% of the employee’s ordinary hourly rate for the first two hours and 200% of the employee’s ordinary hourly rate thereafter.~~~~

(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 133% calculated on their **minimum** 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;

the employee will receive a loading of 150% for the first two hours and 200% 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 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 hours after the commencement of the employee’s shift.

### 22.3 Public holidays

- (a) All employees who are directed to work ordinary hours on a public holiday or substitute days as prescribed in clause 26—Public holidays, will be paid at **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 hours’ work or paid for four hours at the appropriate rate.
- (c) An employee directed to work ordinary hours in accordance with clause 22.3 will be allowed a meal break in accordance with clause 16.1 and a daily rest break in accordance with clause 16.3.

### 22.4 Loadings

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

## Part 6—Leave and Public Holidays

### 23. Annual leave

23 amended in accordance with [PR583048](#). (23.9(a) deleted)

23.1 Annual leave is provided for in the NES.

#### 23.2 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 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.

### 23.3 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 s.90 of the Act an employer is required to pay an additional leave loading of **17.5%** of that payment, calculated on the rates, loadings and allowances prescribed by clauses 18—Minimum wages, 0—All-purpose allowances and 20.9—Expense-related allowances—fares and travelling time.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

### 23.4 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 months' notice to their employees of their intention so to do.

### 23.5 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.

Note: An example of the type of agreement required by clause 23.5 is set out at Schedule L. There is no requirement to use the form of agreement set out at Schedule L.

- (c) The employer must keep a copy of any agreement under clause 23.5 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 23.5, 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.

### 23.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.6.
- (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 23.6 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 23.6 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 23.6 as an employee record.

Note 1: Under section 344 of the Fair Work Act Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.6.

Note 2: Under section 345(1) of the Fair Work Act Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.6.

Note 3: An example of the type of agreement required by clause 23.6 is set out at Schedule M. There is no requirement to use the form of agreement set out at Schedule M.

### 23.7 Excessive leave accruals: general provision

Note: Clauses 23.7 to 23.9 contain provisions, additional to the National Employment Standards, 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 Fair Work Act 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 23.2(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 23.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**23.8 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 23.7(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):
  - (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 23.7, 23.8 or 23.9 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.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (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) may result in the direction ceasing to have effect. See clause 23.8(b)(i).

Note 2: Under section 88(2) of the Fair Work Act Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**23.9 Excessive leave accruals: request by employee for leave**

- ~~(a) Clause 23.9 comes into operation from 29 July 2017.~~

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.7(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) 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 23.8(a) that, when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 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) 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 23.7, 23.8 or 23.9 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) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 23.2(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## **24. Personal/carer's leave and compassionate leave**

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

## **25. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the NES.

## **26. Public holidays**

**26.1** Public holiday entitlements are provided for in the NES.

**26.2** By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in s.115 of the Act.

**26.3 Part-day public holidays**

For provisions in relation to part-day public holidays see Schedule K—2017 Part-day Public Holidays.

**27. Community service leave**

Community service leave is provided for in the NES.

**Part 7—Consultation and Dispute Resolution**

**28. Consultation about major workplace change**

**(a) Employers to notify**

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

**(b) Employers to discuss change**

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 28(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 28(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is

required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **29. Consultation about changes to rosters or hours of work**

**29.1** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

**29.2** The employer must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

**29.3** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

**29.4** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **30. Dispute resolution**

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

**30.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 30.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**30.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

**30.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.



- 30.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

References to 'occupational health and safety' change to 'work health and safety'. See [\[2017\] FWCFB 3433](#) at [382].

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

## **Part 8—Termination of Employment and Industry Specific Redundancy Scheme**

### **31. Termination of employment**

- 31.1** Notice of termination is provided for in the NES.

- 31.2** The notice provisions of the NES do not apply to a daily hire employee working in the building and construction industry. Notice provisions in respect of daily hire employees are contained in clause 9—Daily hire employees (plumbing and mechanical services classifications only).

#### **31.3 Notice of termination by an employee**

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

### **32. Job search entitlement**

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

### **33. Industry specific redundancy scheme**

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

### 33.2 Definition

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

### 33.3 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 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.

### 33.4 Redundancy pay schemes

- (a) Where an employer terminates the employment of an employee and the employer incurs a redundancy pay obligation to the employee under this clause, some or all of the benefit the employee receives from a redundancy pay fund may be set off against the employer's redundancy pay obligation under this clause, subject to the following conditions.

- (b) If the employee receives a benefit from the redundancy pay fund, the employer may set off any proportion of the benefit which is attributable to the employer's contribution to the fund against its redundancy pay obligation under this clause. If the proportion so calculated is equal to or greater than the employer's redundancy pay obligation under this clause the obligation will be fully satisfied.
- (c) If the employee does not receive a benefit from the redundancy pay scheme, contributions made by an employer on behalf of an employee to the scheme will, to the extent of those contributions, be set off against the liability of the employer under this clause and payments to the employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. If the contribution is equal to or greater than the employer's redundancy pay obligation under this clause the obligation will be fully satisfied.
- (d) The redundancy pay scheme must be an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Regulations 1992* (Cth).

### 34. Employee leaving during redundancy notice period

34.1 An employee whose employment is to be terminated in accordance with clause 33 may terminate their employment during the period of notice and if this occurs, will be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment instead of notice.

### 34.2 Transfer of business

- (a) Where a business is, before or after the date of this award, transferred from an employer (in clause 34.2 called **the old employer**) to another employer (in clause 34.2 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.

- (b) In clause 34.2, **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 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:

- (c) 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
- (d) 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
- (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 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 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;

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- 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;
- 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:

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

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

- exercises good interpersonal communication skills;
- exercises discretion within their level of training;
- understands and applies quality control techniques;
- performs work under general supervision either individually or in a team environment;
- has knowledge of the four streams within the building and construction industry and how they inter-relate;
- works in a safe manner;
- having been given adequate written or verbal instruction, 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;
- 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 appropriate modules in addition to the training requirements of Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1, or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

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

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

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

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

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

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

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

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

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

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- provides trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment;  
and
- reads, interprets and applies information from plans.

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

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

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

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

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

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

- 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;

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- 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:

- (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
- 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.

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**Schedule B—All-purpose rates of pay**

**B.1 Plumbing and mechanical services**

	<b>Weekly minimum wage cl.18</b>	<b>Industry allowance cl.20.2(b)</b>	<b>Plumbing trade allowance cl.20.3(b)</b>	<b>Registration allowance cl.20.3(c)</b>	<b>Special fixed allowance cl.20.3(d)</b>	<b>Lost time loading – Daily hire employees cl.20.3(i)</b>
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**

	<b>Weekly minimum wage cl.18</b>	<b>Industry allowance cl.20.2(b)</b>	<b>Plumbing trade allowance cl.20.3(b)</b>	<b>Registration allowance cl.20.3(c)</b>	<b>Special fixed allowance cl.20.3(d)</b>	<b>Lost time loading – Daily hire employees cl.20.3(i)</b>
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 1 (with registration)	Yes	Yes	Yes	Yes	Yes	Daily hire only



### B.3 Fire sprinkler fitting

	Weekly minimum wage cl. 18	Fire sprinkler fitting trade allowance cl.20.3(e)	Industry disability allowance and space, height and dirt money allowance cl.20.3(e)(i)	Fire sprinkler fitters adjustment cl.20.3(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

Parties are asked to confirm the inclusion of the Fire sprinkler fitting trade allowance in the above table for apprentices and adult apprentices. Clauses 18.2(b)(iii), 18.2(c)(iii) and 18.3(a)(iii) do not refer to this allowance.

## 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 2017

Item 23 of the *Revised Summary Of Submissions – Technical And Drafting* document ([republished 23 November 2017](#)) refers to a number of submissions regarding the Summary of hourly rates in Schedule C and schedule D. The note indicates that the parties reached an agreed position on this item regarding the use of “minimum” and “ordinary” and how rates are calculated by reference to any all purpose allowance payable .

We note that there have been a number of Full Bench decisions considering the use of “minimum” and “ordinary”. Interested parties may consider [\[2015\] FWCFB 4658](#) at [42]–[44], [\[2015\] FWCFB 6656](#) at [109]–[110] and [\[2018\] FWCFB 1548](#) at [327]–[329].

On that basis no change has been made to the calculation method for the rates in the tables in Schedule C and Schedule D. Interested parties may wish to comment further by **19 April 2018**.

### 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 20.3(a)), the special fixed allowance (clause 20.3(d)) and, where applicable, the plumbing trade allowance (clause 20.3(b)) and registration allowance (clause 20.3(c)).

**C.1.2** Where an additional allowance is payable for all purposes in accordance with clause 20.2, 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 <sup>1</sup>				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	20.21	30.32	40.42	40.42	50.53
Plumbing and mechanical services worker Level 1(b) (after three months in the industry)	20.61	30.92	41.22	41.22	51.53
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	20.88	31.32	41.76	41.76	52.20
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	21.20	31.80	42.40	42.40	53.00
Plumbing and mechanical services worker Level 2	22.92	34.38	45.84	45.84	57.30
<b>Registered in accordance with the relevant State legislation</b>					

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	<b>Ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate<sup>1</sup></b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plumbing and mechanical services tradesperson Level 1	23.77	35.66	47.54	47.54	59.43
Plumbing and mechanical services tradesperson Level 2	24.44	36.66	48.88	48.88	61.10
Plumbing and mechanical services tradesperson–special class Level 1	25.11	37.67	50.22	50.22	62.78
Plumbing and mechanical services tradesperson–special class Level 2	25.71	38.57	51.42	51.42	64.28
Advanced plumbing and mechanical services tradesperson Level 1	26.38	39.57	52.76	52.76	65.95
Advanced plumbing and mechanical services tradesperson Level 2	26.89	40.34	53.78	53.78	67.23
<b>Not registered in accordance with the relevant State legislation</b>					
Plumbing and mechanical services tradesperson Level 1	22.92	34.38	45.84	45.84	57.30
Plumbing and mechanical services tradesperson Level 2	23.59	35.39	47.18	47.18	58.98
Plumbing and mechanical services tradesperson–special class Level 1	24.26	36.39	48.52	48.52	60.65
Plumbing and mechanical services tradesperson–special class Level 2	24.86	37.29	49.72	49.72	62.15
Advanced plumbing and mechanical services tradesperson Level 1	25.53	38.30	51.06	51.06	63.83
Advanced plumbing and mechanical services tradesperson Level 2	26.04	39.06	52.08	52.08	65.10
<b><sup>1</sup>Ordinary hourly rate</b> 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 shiftworkers<sup>1</sup>—shiftwork rates**

	<b>Five or more consecutive shifts and at least 48 hours' notice<sup>2</sup></b>	<b>Less than five consecutive shifts or less than 48 hours' notice<sup>3</sup></b>	
	<b>Monday to Friday</b>	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours</b>
	<b>% of ordinary hourly rate<sup>4</sup></b>		
	<b>133%</b>	<b>150%</b>	<b>200%</b>

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	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	26.88	30.32	40.42
Plumbing and mechanical services worker Level 1(b) (after three months in the industry)	27.41	30.92	41.22
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	27.77	31.32	41.76
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	28.20	31.80	42.40
Plumbing and mechanical services worker Level 2	30.48	34.38	45.84
<b>Registered in accordance with the relevant State legislation</b>			
Plumbing and mechanical services tradesperson Level 1	31.61	35.66	47.54
Plumbing and mechanical services tradesperson Level 2	32.51	36.66	48.88
Plumbing and mechanical services tradesperson–special class Level 1	33.40	37.67	50.22
Plumbing and mechanical services tradesperson–special class Level 2	34.19	38.57	51.42
Advanced plumbing and mechanical services tradesperson Level 1	35.09	39.57	52.76
Advanced plumbing and mechanical services tradesperson Level 2	35.76	40.34	53.78
<b>Not registered in accordance with the relevant State legislation</b>			
Plumbing and mechanical services tradesperson Level 1	30.48	34.38	45.84
Plumbing and mechanical services tradesperson Level 2	31.37	35.39	47.18
Plumbing and mechanical services tradesperson–special class Level 1	32.27	36.39	48.52
Plumbing and mechanical services tradesperson–special class Level 2	33.06	37.29	49.72
Advanced plumbing and mechanical services tradesperson Level 1	33.95	38.30	51.06
Advanced plumbing and mechanical services tradesperson Level 2	34.63	39.06	52.08

<sup>1</sup>**shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am

<sup>2</sup>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 or more consecutive shifts in accordance with clause 22.2.

<sup>3</sup>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 consecutive shifts in accordance with clause 22.2.

<sup>4</sup>**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

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	<b>Five or more consecutive shifts and at least 48 hours' notice<sup>2</sup></b>	<b>Less than five consecutive shifts or less than 48 hours' notice<sup>3</sup></b>	
	<b>Monday to Friday</b>	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours</b>
	<b>% of ordinary hourly rate<sup>4</sup></b>		
	<b>133%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<u>purpose allowances applicable need to be added to these rates.</u>			

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

	<b>Monday to Saturday – first two hours</b>	<b>Monday to Saturday – after two hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate<sup>2</sup></b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	30.32	40.42	40.42	50.53
Plumbing and mechanical services worker Level 1(b) (after three months in the industry)	30.92	41.22	41.22	51.53
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	31.32	41.76	41.76	52.20
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	31.80	42.40	42.40	53.00
Plumbing and mechanical services worker Level 2	34.38	45.84	45.84	57.30
<b>Registered in accordance with the relevant State legislation</b>				
Plumbing and mechanical services tradesperson Level 1	35.66	47.54	47.54	59.43
Plumbing and mechanical services tradesperson Level 2	36.66	48.88	48.88	61.10
Plumbing and mechanical services tradesperson—special class Level 1	37.67	50.22	50.22	62.78
Plumbing and mechanical services tradesperson—special class Level 2	38.57	51.42	51.42	64.28

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	<b>Monday to Saturday – first two hours</b>	<b>Monday to Saturday – after two hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate<sup>2</sup></b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Advanced plumbing and mechanical services tradesperson Level 1	39.57	52.76	52.76	65.95
Advanced plumbing and mechanical services tradesperson Level 2	40.34	53.78	53.78	67.23
<b>Not registered in accordance with the relevant State legislation</b>				
Plumbing and mechanical services tradesperson Level 1	34.38	45.84	45.84	57.30
Plumbing and mechanical services tradesperson Level 2	35.39	47.18	47.18	58.98
Plumbing and mechanical services tradesperson–special class Level 1	36.39	48.52	48.52	60.65
Plumbing and mechanical services tradesperson–special class Level 2	37.29	49.72	49.72	62.15
Advanced plumbing and mechanical services tradesperson Level 1	38.30	51.06	51.06	63.83
Advanced plumbing and mechanical services tradesperson Level 2	39.06	52.08	52.08	65.10
<sup>1</sup> Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1.				
<sup>2</sup> <b>Ordinary hourly rate</b> 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**

	<b>Ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday– after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate<sup>1</sup></b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	25.26	35.37	45.47	45.47	55.58
Plumbing and mechanical services worker Level	25.76	36.07	46.37	46.37	56.68

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	<b>Ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday– after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate <sup>1</sup></b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
1(b) (after three months in the industry)					
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	26.10	36.54	46.98	46.98	57.42
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	26.50	37.10	47.70	47.70	58.30
Plumbing and mechanical services worker Level 2	28.65	40.11	51.57	51.57	63.03
<b>Registered in accordance with the relevant State legislation</b>					
Plumbing and mechanical services tradesperson Level 1	29.71	41.60	53.48	53.48	65.37
Plumbing and mechanical services tradesperson Level 2	30.55	42.77	54.99	54.99	67.21
Plumbing and mechanical services tradesperson–special class Level 1	31.39	43.94	56.50	56.50	69.05
Plumbing and mechanical services tradesperson–special class Level 2	32.14	44.99	57.85	57.85	70.70
Advanced plumbing and mechanical services tradesperson Level 1	32.98	46.17	59.36	59.36	72.55
Advanced plumbing and mechanical services tradesperson Level 2	33.61	47.06	60.50	60.50	73.95
<b>Not registered in accordance with the relevant State legislation</b>					
Plumbing and mechanical services tradesperson Level 1	27.80	38.92	50.04	50.04	61.16
Plumbing and mechanical services tradesperson Level 2	28.61	40.06	51.50	51.50	62.95
Plumbing and mechanical services tradesperson–special class Level 1	29.41	41.18	52.94	52.94	64.71
Plumbing and mechanical services tradesperson–special class Level 2	30.15	42.21	54.27	54.27	66.33
Advanced plumbing and mechanical services tradesperson Level 1	30.96	43.35	55.73	55.73	68.12
Advanced plumbing and mechanical services tradesperson Level 2	31.58	44.21	56.84	56.84	69.47

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	<b>Ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate <sup>1</sup></b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

<sup>1</sup> **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 shiftworkers<sup>1</sup>—shiftwork rates**

	Five or more consecutive shifts and at least 48 hours' notice <sup>2</sup>	Less than five consecutive shifts or less than 48 hours' notice <sup>3</sup>	
	Monday to Friday	Monday to Friday – first two hours	Monday to Friday – after two hours
	% of ordinary hourly rate <sup>4</sup>		
	158%	175%	225%
	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	31.93	35.37	45.47
Plumbing and mechanical services worker Level 1(b) (after three months in the industry)	32.56	36.07	46.37
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	32.99	36.54	46.98
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	33.50	37.10	47.70
Plumbing and mechanical services worker Level 2	36.21	40.11	51.57
<b>Registered in accordance with the relevant State legislation</b>			
Plumbing and mechanical services tradesperson Level 1	37.56	41.60	53.48
Plumbing and mechanical services tradesperson Level 2	38.62	42.77	54.99
Plumbing and mechanical services tradesperson–special class Level 1	39.67	43.94	56.50
Plumbing and mechanical services tradesperson–special class Level 2	40.62	44.99	57.85
Advanced plumbing and mechanical services tradesperson Level 1	41.68	46.17	59.36
Advanced plumbing and mechanical services tradesperson Level 2	42.49	47.06	60.50
<b>Not registered in accordance with the relevant State legislation</b>			
Plumbing and mechanical services tradesperson Level 1	35.14	38.92	50.04
Plumbing and mechanical services tradesperson Level 2	36.17	40.06	51.50
Plumbing and mechanical services tradesperson–special class Level 1	37.18	41.18	52.94
Plumbing and mechanical services tradesperson–special class Level 2	38.11	42.21	54.27

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	<b>Five or more consecutive shifts and at least 48 hours' notice<sup>2</sup></b>	<b>Less than five consecutive shifts or less than 48 hours' notice<sup>3</sup></b>	
	<b>Monday to Friday</b>	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours</b>
	<b>% of ordinary hourly rate<sup>4</sup></b>		
	<b>158%</b>	<b>175%</b>	<b>225%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Advanced plumbing and mechanical services tradesperson Level 1	39.14	43.35	55.73
Advanced plumbing and mechanical services tradesperson Level 2	39.91	44.21	56.84
<sup>1</sup> <b>shiftworker</b> means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am <sup>2</sup> 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 or more consecutive shifts in accordance with clause 22.2. <sup>3</sup> 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 consecutive shifts in accordance with clause 22.2. <sup>4</sup> <b>Ordinary hourly rate</b> 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 20.3(a)), special fixed allowance (clause 20.3(d)), lost time loading allowance (clause 20.3(i)) and, where applicable, the plumbing trade allowance (clause 20.3(b)), registration allowance (clause 20.3(c)) and tool allowance (clause 20.8(a)).

**C.2.2** Where an additional allowance is payable for all purposes in accordance with clause 20.2, 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.2.3 Daily hire employees—ordinary and penalty rates**

	<b>Ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate<sup>1</sup></b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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	<b>Ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate <sup>1</sup></b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	20.85	31.28	41.70	41.70	52.13
Plumbing and mechanical services worker Level 1(b) (after three months in the industry)	21.26	31.89	42.52	42.52	53.15
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	21.54	32.31	43.08	43.08	53.85
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	21.86	32.79	43.72	43.72	54.65
Plumbing and mechanical services worker Level 2	23.64	35.46	47.28	47.28	59.10
<b>Registered in accordance with the relevant State legislation and provides own tools</b>					
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	25.13	37.70	50.26	50.26	62.83
Plumbing and mechanical services tradesperson Level 1	25.13	37.70	50.26	50.26	62.83
Plumbing and mechanical services tradesperson Level 2	25.82	38.73	51.64	51.64	64.55
Plumbing and mechanical services tradesperson–special class Level 1	26.51	39.77	53.02	53.02	66.28
Plumbing and mechanical services tradesperson–special class Level 2	27.13	40.70	54.26	54.26	67.83
Advanced plumbing and mechanical services tradesperson Level 1	27.82	41.73	55.64	55.64	69.55
Advanced plumbing and mechanical services tradesperson Level 2	28.35	42.53	56.70	56.70	70.88
<b>Registered in accordance with the relevant State legislation and does not provide own tools</b>					
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	24.52	36.78	49.04	49.04	61.30
Plumbing and mechanical services tradesperson Level 1	24.52	36.78	49.04	49.04	61.30
Plumbing and mechanical services tradesperson Level 2	25.21	37.82	50.42	50.42	63.03
Plumbing and mechanical services tradesperson–special class Level 1	25.90	38.85	51.80	51.80	64.75

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	<b>Ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate <sup>1</sup></b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plumbing and mechanical services tradesperson–special class Level 2	26.52	39.78	53.04	53.04	66.30
Advanced plumbing and mechanical services tradesperson Level 1	27.21	40.82	54.42	54.42	68.03
Advanced plumbing and mechanical services tradesperson Level 2	27.73	41.60	55.46	55.46	69.33
<b>Not registered in accordance with the relevant State legislation and provides own tools</b>					
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	24.25	36.38	48.50	48.50	60.63
Plumbing and mechanical services tradesperson Level 1	24.25	36.38	48.50	48.50	60.63
Plumbing and mechanical services tradesperson Level 2	24.94	37.41	49.88	49.88	62.35
Plumbing and mechanical services tradesperson–special class Level 1	25.63	38.45	51.26	51.26	64.08
Plumbing and mechanical services tradesperson–special class Level 2	26.25	39.38	52.50	52.50	65.63
Advanced plumbing and mechanical services tradesperson Level 1	26.94	40.41	53.88	53.88	67.35
Advanced plumbing and mechanical services tradesperson Level 2	27.47	41.21	54.94	54.94	68.68
<b>Not registered and does not provide own tools</b>					
Plumbing and mechanical services tradesperson Level 1 (including irrigation installer)	23.64	35.46	47.28	47.28	59.10
Plumbing and mechanical services tradesperson level 2	24.33	36.50	48.66	48.66	60.83
Plumbing and mechanical services tradesperson–special class Level 1	25.02	37.53	50.04	50.04	62.55
Plumbing and mechanical services tradesperson–special class Level 2	25.64	38.46	51.28	51.28	64.10
Advanced plumbing and mechanical services tradesperson Level 1	26.33	39.50	52.66	52.66	65.83
Advanced plumbing and mechanical services tradesperson Level 2	26.86	40.29	53.72	53.72	67.15

<sup>1</sup> **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

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	Ordinary hours	Saturday – first two hours	Saturday – after two hours	Sunday	Public holiday
	% of ordinary hourly rate <sup>1</sup>				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
<u>employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.</u>					

**C.2.4 Daily hire shiftworkers<sup>1</sup>—shiftwork rates**

	Five or more consecutive shifts and at least 48 hours' notice <sup>2</sup>	Less than five consecutive shifts or less than 48 hours' notice <sup>3</sup>	
	Monday to Friday	Monday to Friday – first two hours	Monday to Friday – after two hours
	% of ordinary hourly rate <sup>4</sup>		
	133%	150%	200%
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	27.73	31.28	41.70
Plumbing and mechanical services worker Level 1(b) (after three months in the industry)	28.28	31.89	42.52
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	28.65	32.31	43.08
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	29.07	32.79	43.72
Plumbing and mechanical services worker Level 2	31.44	35.46	47.28
<b>Registered in accordance with the relevant State legislation and provides own tools</b>			
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	33.42	37.70	50.26
Plumbing and mechanical services tradesperson Level 1	33.42	37.70	50.26
Plumbing and mechanical services tradesperson Level 2	34.34	38.73	51.64
Plumbing and mechanical services tradesperson–special class Level 1	35.26	39.77	53.02
Plumbing and mechanical services tradesperson–special class Level 2	36.08	40.70	54.26
Advanced plumbing and mechanical services tradesperson Level 1	37.00	41.73	55.64
Advanced plumbing and mechanical services tradesperson Level 2	37.71	42.53	56.70

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	<b>Five or more consecutive shifts and at least 48 hours' notice<sup>2</sup></b>	<b>Less than five consecutive shifts or less than 48 hours' notice<sup>3</sup></b>	
	<b>Monday to Friday</b>	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours</b>
	<b>% of ordinary hourly rate<sup>4</sup></b>		
	<b>133%</b>	<b>150%</b>	<b>200%</b>
<b>Registered in accordance with the relevant State legislation and does not provide own tools</b>			
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	32.61	36.78	49.04
Plumbing and mechanical services tradesperson Level 1	32.61	36.78	49.04
Plumbing and mechanical services tradesperson Level 2	33.53	37.82	50.42
Plumbing and mechanical services tradesperson–special class Level 1	34.45	38.85	51.80
Plumbing and mechanical services tradesperson–special class Level 2	35.27	39.78	53.04
Advanced plumbing and mechanical services tradesperson Level 1	36.19	40.82	54.42
Advanced plumbing and mechanical services tradesperson Level 2	36.88	41.60	55.46
<b>Not registered in accordance with the relevant State legislation and provides own tools</b>			
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	32.25	36.38	48.50
Plumbing and mechanical services tradesperson Level 1	32.25	36.38	48.50
Plumbing and mechanical services tradesperson Level 2	33.17	37.41	49.88
Plumbing and mechanical services tradesperson–special class Level 1	34.09	38.45	51.26
Plumbing and mechanical services tradesperson–special class Level 2	34.91	39.38	52.50
Advanced plumbing and mechanical services tradesperson Level 1	35.83	40.41	53.88
Advanced plumbing and mechanical services tradesperson Level 2	36.54	41.21	54.94
<b>Not registered and does not provide own tools</b>			
Plumbing and mechanical services tradesperson Level 1 (including irrigation installer)	31.44	35.46	47.28

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	<b>Five or more consecutive shifts and at least 48 hours' notice<sup>2</sup></b>	<b>Less than five consecutive shifts or less than 48 hours' notice<sup>3</sup></b>	
	<b>Monday to Friday</b>	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours</b>
	<b>% of ordinary hourly rate<sup>4</sup></b>		
	<b>133%</b>	<b>150%</b>	<b>200%</b>
Plumbing and mechanical services tradesperson level 2	32.36	36.50	48.66
Plumbing and mechanical services tradesperson-special class Level 1	33.28	37.53	50.04
Plumbing and mechanical services tradesperson-special class Level 2	34.10	38.46	51.28
Advanced plumbing and mechanical services tradesperson Level 1	35.02	39.50	52.66
Advanced plumbing and mechanical services tradesperson Level 2	35.72	40.29	53.72

<sup>1</sup>**shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am

<sup>2</sup>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 or more consecutive shifts in accordance with clause 22.2.

<sup>3</sup>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 consecutive shifts in accordance with clause 22.2.

<sup>4</sup>**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 hours	Monday to Saturday – after two hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours <sup>1</sup>	Sunday	Public holiday
	% of ordinary hourly rate <sup>2</sup>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
Plumbing and mechanical services worker Level 1(a) (new entrant in the industry)	31.28	41.70	41.70	52.13
Plumbing and mechanical services worker Level 1(b) (after three months in the industry)	31.89	42.52	42.52	53.15
Plumbing and mechanical services worker Level 1(c) (after 12 months in the industry)	32.31	43.08	43.08	53.85
Plumbing and mechanical services worker Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	32.79	43.72	43.72	54.65
Plumbing and mechanical services worker Level 2	35.46	47.28	47.28	59.10
<b>Registered in accordance with the relevant State legislation and provides own tools</b>				
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	37.70	50.26	50.26	62.83
Plumbing and mechanical services tradesperson Level 1	37.70	50.26	50.26	62.83
Plumbing and mechanical services tradesperson Level 2	38.73	51.64	51.64	64.55
Plumbing and mechanical services tradesperson–special class Level 1	39.77	53.02	53.02	66.28
Plumbing and mechanical services tradesperson–special class Level 2	40.70	54.26	54.26	67.83
Advanced plumbing and mechanical services tradesperson Level 1	41.73	55.64	55.64	69.55
Advanced plumbing and mechanical services tradesperson Level 2	42.53	56.70	56.70	70.88
<b>Registered in accordance with the relevant State legislation and does not provide own tools</b>				
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	36.78	49.04	49.04	61.30
Plumbing and mechanical services tradesperson Level 1	36.78	49.04	49.04	61.30
Plumbing and mechanical services tradesperson Level 2	37.82	50.42	50.42	63.03
Plumbing and mechanical services tradesperson–special class Level 1	38.85	51.80	51.80	64.75



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	<b>Monday to Saturday – first two hours</b>	<b>Monday to Saturday – after two hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate<sup>2</sup></b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plumbing and mechanical services tradesperson–special class Level 2	39.78	53.04	53.04	66.30
Advanced plumbing and mechanical services tradesperson Level 1	40.82	54.42	54.42	68.03
Advanced plumbing and mechanical services tradesperson Level 2	41.60	55.46	55.46	69.33
<b>Not registered in accordance with the relevant State legislation and provides own tools</b>				
Plumbing and mechanical services tradesperson Level 1- Irrigation installer	36.38	48.50	48.50	60.63
Plumbing and mechanical services tradesperson Level 1	36.38	48.50	48.50	60.63
Plumbing and mechanical services tradesperson Level 2	37.41	49.88	49.88	62.35
Plumbing and mechanical services tradesperson–special class Level 1	38.45	51.26	51.26	64.08
Plumbing and mechanical services tradesperson–special class Level 2	39.38	52.50	52.50	65.63
Advanced plumbing and mechanical services tradesperson Level 1	40.41	53.88	53.88	67.35
Advanced plumbing and mechanical services tradesperson Level 2	41.21	54.94	54.94	68.68
<b>Not registered and does not provide own tools</b>				
Plumbing and mechanical services tradesperson Level 1 (including irrigation installer)	35.46	47.28	47.28	59.10
Plumbing and mechanical services tradesperson level 2	36.50	48.66	48.66	60.83
Plumbing and mechanical services tradesperson- special class Level 1	37.53	50.04	50.04	62.55
Plumbing and mechanical services tradesperson- special class Level 2	38.46	51.28	51.28	64.10
Advanced plumbing and mechanical services tradesperson Level 1	39.50	52.66	52.66	65.83
Advanced plumbing and mechanical services tradesperson Level 2	40.29	53.72	53.72	67.15

<sup>1</sup>Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1.

<sup>2</sup> **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 2017

Item 23 of the *Revised Summary Of Submissions – Technical And Drafting* document ([republished 23 November 2017](#)) refers to a number of submissions regarding the Summary of hourly rates in Schedule C and schedule D. The note indicates that the parties reached an agreed position on this item regarding the use of “minimum” and “ordinary” and how rates are calculated by reference to any all purpose allowance payable .

We note that there have been a number of Full Bench decisions considering the use of “minimum” and “ordinary”. Interested parties may consider [\[2015\] FWCFB 4658](#) at [42]–[44], [\[2015\] FWCFB 6656](#) at [109]–[110] and [\[2018\] FWCFB 1548](#) at [327]–[329].

On that basis no change has been made to the calculation method for the rates in the tables in Schedule C and Schedule D. Interested parties may wish to comment further by **19 April 2018**.

**D.1.1** The **ordinary hourly rate** for sprinkler fitting employees includes the industry disability allowance (clause 20.3(f)), the space, height and dirt allowance (clause 20.3(f)) the fire sprinklers fitters adjustment allowance (clause 20.3(g)) and, where applicable, the fire sprinkler fitting trade allowance (clause 20.3(e)).

**D.1.2** Where an additional allowance is payable for all purposes in accordance with clause 20.2, 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 hours	Saturday – after two hours	Sunday	Public holiday
	% of ordinary hourly rate <sup>1</sup>				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	21.37	32.06	42.74	42.74	53.43
Sprinkler fitting worker Level 1(b) (after three months in the industry)	21.77	32.66	43.54	43.54	54.43
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	22.04	33.06	44.08	44.08	55.10
Sprinkler fitting worker/Fire Technician Level 1(d)	22.36	33.54	44.72	44.72	55.90
Sprinkler fitting worker Level 2	23.55	35.33	47.10	47.10	58.88
Sprinkler fitter tradesperson Level 1	23.71	35.57	47.42	47.42	59.28
Sprinkler fitter tradesperson Level 2	24.37	36.56	48.74	48.74	60.93
Sprinkler fitter tradesperson special class Level 1	25.04	37.56	50.08	50.08	62.60
Sprinkler fitter tradesperson special class Level 2	25.65	38.48	51.30	51.30	64.13

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	Ordinary hours	Saturday – first two hours	Saturday – after two hours	Sunday	Public holiday
	<b>% of ordinary hourly rate <sup>1</sup></b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Advanced sprinkler fitter tradesperson Level 1	26.32	39.48	52.64	52.64	65.80
Advanced sprinkler fitter tradesperson Level 2	26.82	40.23	53.64	53.64	67.05
<b><sup>1</sup> Ordinary hourly rate</b> 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.1.4 Weekly hire full-time and part-time shiftworkers<sup>1</sup>—shiftwork rates**

	Five or more consecutive shifts and at least 48 hours' notice <sup>2</sup>	Less than five consecutive shifts or less than 48 hours' notice <sup>3</sup>	
	Monday to Friday	Monday to Friday – first two hours	Monday to Friday – after two hours
	<b>% of ordinary hourly rate <sup>4</sup></b>		
	<b>133%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	28.42	32.06	42.74
Sprinkler fitting worker Level 1(b) (after three months in the industry)	28.95	32.66	43.54
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	29.31	33.06	44.08
Sprinkler fitting worker/Fire Technician Level 1(d)	29.74	33.54	44.72
Sprinkler fitting worker Level 2	31.32	35.33	47.10
Sprinkler fitter tradesperson Level 1	31.53	35.57	47.42
Sprinkler fitter tradesperson Level 2	32.41	36.56	48.74
Sprinkler fitter tradesperson special class Level 1	33.30	37.56	50.08
Sprinkler fitter tradesperson special class Level 2	34.11	38.48	51.30
Advanced sprinkler fitter tradesperson Level 1	35.01	39.48	52.64
Advanced sprinkler fitter tradesperson Level 2	35.67	40.23	53.64
<b><sup>1</sup>shiftworker</b> means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am			

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	<b>Five or more consecutive shifts and at least 48 hours' notice<sup>2</sup></b>	<b>Less than five consecutive shifts or less than 48 hours' notice<sup>3</sup></b>	
	<b>Monday to Friday</b>	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours</b>
	<b>% of ordinary hourly rate<sup>4</sup></b>		
	<b>133%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>

<sup>2</sup>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 or more consecutive shifts in accordance with clause 22.2.

<sup>3</sup>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 consecutive shifts in accordance with clause 22.2.

<sup>4</sup>**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.1.5 Weekly hire full-time and part-time employees—overtime rates**

	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Saturday and Sunday</b>	<b>Public holiday</b>
	<b><u>% of ordinary hourly rate<sup>2</sup></u></b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	32.06	42.74	42.74	53.43
Sprinkler fitting worker Level 1(b) (after three months in the industry)	32.66	43.54	43.54	54.43
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	33.06	44.08	44.08	55.10
Sprinkler fitting worker/Fire Technician Level 1(d)	33.54	44.72	44.72	55.90
Sprinkler fitting worker Level 2	35.33	47.10	47.10	58.88
Sprinkler fitter tradesperson Level 1	35.57	47.42	47.42	59.28
Sprinkler fitter tradesperson Level 2	36.56	48.74	48.74	60.93
Sprinkler fitter tradesperson special class Level 1	37.56	50.08	50.08	62.60
Sprinkler fitter tradesperson special class Level 2	38.48	51.30	51.30	64.13

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	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Saturday and Sunday</b>	<b>Public holiday</b>
	<b><u>% of ordinary hourly rate<sup>2</sup></u></b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Advanced sprinkler fitter tradesperson Level 1	39.48	52.64	52.64	65.80
Advanced sprinkler fitter tradesperson Level 2	40.23	53.64	53.64	67.05

<sup>1</sup>Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1(a).

<sup>2</sup>**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**

	<b>Ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b><u>% of ordinary hourly rate<sup>1</sup></u></b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	26.71	37.40	48.08	48.08	58.77
Sprinkler fitting worker Level 1(b) (after three months in the industry)	27.21	38.10	48.98	48.98	59.87
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	27.55	38.57	49.59	49.59	60.61
Sprinkler fitting worker/Fire Technician Level 1(d)	27.95	39.13	50.31	50.31	61.49
Sprinkler fitting worker Level 2	29.44	41.21	52.99	52.99	64.76
Sprinkler fitter tradesperson Level 1	29.64	41.49	53.35	53.35	65.20
Sprinkler fitter tradesperson Level 2	30.46	42.65	54.83	54.83	67.02
Sprinkler fitter tradesperson special class Level 1	31.30	43.82	56.34	56.34	68.86
Sprinkler fitter tradesperson special class Level 2	32.06	44.89	57.71	57.71	70.54
Advanced sprinkler fitter tradesperson Level 1	32.90	46.06	59.22	59.22	72.38
Advanced sprinkler fitter tradesperson Level 2	33.53	46.94	60.35	60.35	73.76

<sup>1</sup>**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

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	Ordinary hours	Saturday – first two hours	Saturday – after two hours	Sunday	Public holiday
	<b>% of ordinary hourly rate<sup>1</sup></b>				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$

employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

**D.1.7 Casual shiftworkers<sup>1</sup>—shiftwork rates**

	Five or more consecutive shifts and at least 48 hours' notice <sup>2</sup>	Less than five consecutive shifts or less than 48 hours' notice <sup>3</sup>	
	Monday to Friday	Monday to Friday – first two hours	Monday to Friday – after two hours
	<b>% of ordinary hourly rate<sup>4</sup></b>		
	158%	175%	225%
Sprinkler fitting worker Level 1(a) (new entrant in the industry)	33.76	37.40	48.08
Sprinkler fitting worker Level 1(b) (after three months in the industry)	34.40	38.10	48.98
Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	34.82	38.57	49.59
Sprinkler fitting worker/Fire Technician Level 1(d)	35.33	39.13	50.31
Sprinkler fitting worker Level 2	37.21	41.21	52.99
Sprinkler fitter tradesperson Level 1	37.46	41.49	53.35
Sprinkler fitter tradesperson Level 2	38.50	42.65	54.83
Sprinkler fitter tradesperson special class Level 1	39.56	43.82	56.34
Sprinkler fitter tradesperson special class Level 2	40.53	44.89	57.71
Advanced sprinkler fitter tradesperson Level 1	41.59	46.06	59.22
Advanced sprinkler fitter tradesperson Level 2	42.38	46.94	60.35

<sup>1</sup>**shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am

<sup>2</sup>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 or more consecutive shifts in accordance with clause 22.2.

<sup>3</sup>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 consecutive shifts in accordance with clause 22.2.

<sup>4</sup>**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.

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

Monetary amounts adjusted as a result of AWR 2017

**E.1 Apprentices commencing prior to 1 January 2014**

**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**

	<b>Apprentice hourly rate – ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>First year</b>	9.23	13.85	18.46	18.46	23.08
<b>Second year</b>	13.18	19.77	26.36	26.36	32.95
<b>Third year</b>	16.55	24.83	33.10	33.10	41.38
<b>Fourth year</b>	21.06	31.59	42.12	42.12	52.65

**(c) Overtime rates**

	<b>Monday to Saturday – first two hours</b>	<b>Monday to Saturday – after two hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>First year</b>	13.85	18.46	18.46	23.08
<b>Second year</b>	19.77	26.36	26.36	32.95
<b>Third year</b>	24.83	33.10	33.10	41.38
<b>Fourth year</b>	31.59	42.12	42.12	52.65

<sup>1</sup>Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1.

**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 hours	Saturday – after two hours	Sunday	Public holiday
	% of apprentice hourly rate				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
<b>First year</b>	12.07	18.11	24.14	24.14	30.18
<b>Second year</b>	13.28	19.92	26.56	26.56	33.20
<b>Third year</b>	18.11	27.17	36.22	36.22	45.28
<b>Fourth year</b>	21.73	32.60	43.46	43.46	54.33

**(c) Overtime rates**

	Monday to Friday – first two hours	Monday to Friday – after two hours; commenced after midnight and prior to ordinary hours <sup>1</sup>	Saturday and Sunday	Public holidays
	% of apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
<b>First year</b>	18.11	24.14	24.14	30.18
<b>Second year</b>	19.92	26.56	26.56	33.20
<b>Third year</b>	27.17	36.22	36.22	45.28
<b>Fourth year</b>	32.60	43.46	43.46	54.33



<sup>1</sup>Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1

**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**

	<b>Apprentice hourly rate – ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>First year</b>	10.48	15.72	20.96	20.96	26.20
<b>Second year</b>	14.76	22.14	29.52	29.52	36.90
<b>Third year</b>	18.27	27.41	36.54	36.54	45.68
<b>Fourth year</b>	22.32	33.48	44.64	44.64	55.80

**(c) Overtime rates**

	<b>Plumbing and mechanical employees</b>		<b>Sprinkler pipe fitting employees</b>	<b>All employees</b>	
	<b>Monday to Saturday – first two hours</b>	<b>Monday to Saturday – after two hours</b>	<b>Monday to Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>				
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>First year</b>	15.72	20.96	20.96	20.96	26.20
<b>Second year</b>	22.14	29.52	29.52	29.52	36.90
<b>Third year</b>	27.41	36.54	36.54	36.54	45.68

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<b>Fourth year</b>	33.48	44.64	44.64	44.64	55.80
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**E.2 Apprentices commencing on or after 1 January 2014**

**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).

**(b) Ordinary and penalty rates**

	<b>Apprentice hourly rate – ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Did not complete Year 12</b>					
<b>First year</b>	12.05	18.08	24.10	24.10	30.13
<b>Second year</b>	14.30	21.45	28.60	28.60	35.75
<b>Third year</b>	16.55	24.83	33.10	33.10	41.38
<b>Fourth year</b>	21.06	31.59	42.12	42.12	52.65
<b>Completed Year 12</b>					
<b>First year</b>	13.18	19.77	26.36	26.36	32.95
<b>Second year</b>	15.43	23.15	30.86	30.86	38.58
<b>Third year</b>	16.55	24.83	33.10	33.10	41.38
<b>Fourth year</b>	21.06	31.59	42.12	42.12	52.65

(c) Overtime rates

	<b>Monday to Saturday – first two hours</b>	<b>Monday to Saturday – after two hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Did not complete Year 12</b>				
<b>First year</b>	18.08	24.10	24.10	30.13
<b>Second year</b>	21.45	28.60	28.60	35.75
<b>Third year</b>	24.83	33.10	33.10	41.38
<b>Fourth year</b>	31.59	42.12	42.12	52.65
<b>Completed Year 12</b>				
<b>First year</b>	19.77	26.36	26.36	32.95
<b>Second year</b>	23.15	30.86	30.86	38.58
<b>Third year</b>	24.83	33.10	33.10	41.38
<b>Fourth year</b>	31.59	42.12	42.12	52.65
<sup>1</sup> Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1				

**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**

	<b>Apprentice hourly rate – ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Did not complete Year 12</b>					
<b>First year</b>	12.07	18.11	24.14	24.14	30.18
<b>Second year</b>	14.48	21.72	28.96	28.96	36.20
<b>Third year</b>	18.11	27.17	36.22	36.22	45.28
<b>Fourth year</b>	21.73	32.60	43.46	43.46	54.33
<b>Completed Year 12</b>					
<b>First year</b>	13.28	19.92	26.56	26.56	33.20
<b>Second year</b>	15.69	23.54	31.38	31.38	39.23
<b>Third year</b>	18.11	27.17	36.22	36.22	45.28
<b>Fourth year</b>	21.73	32.60	43.46	43.46	54.33

(c) Overtime rates

	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Saturday and Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Did not complete Year 12</b>				
<b>First year</b>	18.11	24.14	24.14	30.18
<b>Second year</b>	21.72	28.96	28.96	36.20
<b>Third year</b>	27.17	36.22	36.22	45.28
<b>Fourth year</b>	32.60	43.46	43.46	54.33
<b>Completed Year 12</b>				
<b>First year</b>	19.92	26.56	26.56	33.20
<b>Second year</b>	23.54	31.38	31.38	39.23
<b>Third year</b>	27.17	36.22	36.22	45.28
<b>Fourth year</b>	32.60	43.46	43.46	54.33
<sup>1</sup> Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1.				

**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**

	<b>Apprentice hourly rate – ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Did not complete Year 12</b>					
<b>First year</b>	13.22	19.83	26.44	26.44	33.05
<b>Second year</b>	15.64	23.46	31.28	31.28	39.10
<b>Third year</b>	18.27	27.41	36.54	36.54	45.68
<b>Fourth year</b>	22.32	33.48	44.64	44.64	55.80
<b>Completed Year 12</b>					
<b>First year</b>	14.32	21.48	28.64	28.64	35.80
<b>Second year</b>	16.51	24.77	33.02	33.02	41.28
<b>Third year</b>	18.27	27.41	36.54	36.54	45.68
<b>Fourth year</b>	22.32	33.48	44.64	44.64	55.80

(c) Overtime rates

	Plumbing and mechanical employees		Sprinkler pipe fitting employees	All employees	
	Monday to Saturday – first two hours	Monday to Saturday – after two hours	Monday to Saturday	Sunday	Public holiday
	% of apprentice hourly rate				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
<b>Did not complete Year 12</b>					
<b>First year</b>	19.83	26.44	26.44	26.44	33.05
<b>Second year</b>	23.46	31.28	31.28	31.28	39.10
<b>Third year</b>	27.41	36.54	36.54	36.54	45.68
<b>Fourth year</b>	33.48	44.64	44.64	44.64	55.80
<b>Completed Year 12</b>					
<b>First year</b>	21.48	28.64	28.64	28.64	35.80
<b>Second year</b>	24.77	33.02	33.02	33.02	41.28
<b>Third year</b>	27.41	36.54	36.54	36.54	45.68
<b>Fourth year</b>	33.48	44.64	44.64	44.64	55.80

### E.3 Adult apprentices

#### 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**

	<b>Apprentice hourly rate – ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>First year</b>	18.49	27.74	36.98	36.98	46.23
<b>Second year</b>	18.49	27.74	36.98	36.98	46.23
<b>Third year</b>	18.49	27.74	36.98	36.98	46.23
<b>Fourth year</b>	21.06	31.59	42.12	42.12	52.65

(c) **Overtime rates**

	<b>Monday to Saturday – first two hours</b>	<b>Monday to Saturday – after two hours; after 12pm Saturday; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>First year</b>	27.74	36.98	36.98	46.23
<b>Second year</b>	27.74	36.98	36.98	46.23
<b>Third year</b>	27.74	36.98	36.98	46.23
<b>Fourth year</b>	31.59	42.12	42.12	52.65

<sup>1</sup>Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1.



**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**

	<b>Apprentice hourly rate – ordinary hours</b>	<b>Saturday – first two hours</b>	<b>Saturday – after two hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>First year</b>	18.51	27.77	37.02	37.02	46.28
<b>Second year</b>	18.51	27.77	37.02	37.02	46.28
<b>Third year</b>	18.51	27.77	37.02	37.02	46.28
<b>Fourth year</b>	21.73	32.60	43.46	43.46	54.33

**(c) Overtime rates**

	<b>Monday to Friday – first two hours</b>	<b>Monday to Friday – after two hours; commenced after midnight and prior to ordinary hours<sup>1</sup></b>	<b>Saturday and Sunday</b>	<b>Public holiday</b>
	<b>% of apprentice hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>First year</b>	27.77	37.02	37.02	46.28
<b>Second year</b>	27.77	37.02	37.02	46.28
<b>Third year</b>	27.77	37.02	37.02	46.28
<b>Fourth year</b>	32.60	43.46	43.46	54.33

<sup>1</sup>Work commenced after midnight and prior to the commencement of ordinary hours in accordance with clause 21.1.

## Schedule F—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2017

See clause 20—Allowances for full details of allowances payable under this award.

### F.1 Wage-related allowances

#### F.1.1 Weekly wage-related allowances

The weekly wage-related allowances in this award are based on the standard rate as defined in clause 2 as the minimum weekly wage for the Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 in clause 18.1 = **\$809.10**

Allowance	Clause	% of weekly standard rate \$809.10	\$ per week unless stated otherwise
On call—fire sprinkler employee:	17.2		
Permanent stand-by		6.80	55.02
Other than permanent stand-by, Monday to Friday		0.70	5.66 per night
Other than permanent stand-by, Saturday, Sunday and public holiday		5.00	40.46 per day
Industry allowance <sup>1</sup>	20.3(a)	3.70	29.94
Plumbing trade allowance <sup>2</sup>	20.3(b)	3.00	24.27
Registration allowance <sup>3</sup>	20.3(c)	4.00	32.36
Fire sprinkler fitting trade allowance—tradespersons only <sup>4</sup>	20.3(e)	0.75	6.07
Industry disability allowance <sup>5</sup>	20.3(f)	3.80	30.75
Space, height and dirt money allowance <sup>6</sup>	20.3(f)	3.50	28.32
Sprinkler fitters adjustment <sup>7</sup> :	20.3(g)		
Sprinkler fitting worker Level 2/Sprinkler fitter tradesperson Level 1 or above		3.30	26.70
Sprinkler fitting worker Level 1		2.80	22.65

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<b>Allowance</b>	<b>Clause</b>	<b>% of weekly standard rate \$809.10</b>	<b>\$ per week unless stated otherwise</b>
Leading hand allowance <sup>8</sup> :	20.3(h)		
Not more than 1 employee		2.40	19.42
2 to 5 employees		5.30	42.88
6 to 10 employees		6.80	55.02
Over 10 employees		9.00	72.82
Service work	20.4(f)	0.86	6.96 per day
Computing quantities allowance	20.4(g)	0.06	4.85 per day or part thereof
1, 2, 3, 4, 5, 6, 7, 8 These allowances apply for all purposes			
<sup>4</sup> This allowance has been structured to substitute for specific types of work (see clause 20.3(e)(v)).			

**F.1.2 Hourly wage-related allowances**

Percentage of the standard rate for toxic substances corrected.

The hourly wage-related allowances in this award are based on the standard rate as defined in clause 2 as the minimum wage for the Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1 in clause 18.1 = **\$21.29**

<b>Allowance</b>	<b>Clause</b>	<b>% of hourly standard rate \$21.29</b>	<b>\$ per hour unless stated otherwise</b>
Requirement to act on plumber's licence	20.4(a)(i)	5.2	1.11
Oxy-acetylene welding allowance	20.4(b)	3.0	0.63
Electric welding allowance	20.4(b)	3.0	0.63
Lead burning allowance	20.4(c)	10.0	2.13
Ship work allowance	20.4(d)	7.0	1.49
First aid allowance	20.4(e)	13.7	2.92 per day
Laser safety officer allowance	20.4(h)	13.3	2.83 per day or part thereof
Multistorey work allowance:	20.5		
From commencement of building to 15th floor level		2.6	0.55
From 16th – 30th floor level		3.1	0.66
From 31 <sup>st</sup> – 45th floor level		4.8	1.02
From 46th – 60th floor level		6.2	1.32

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<b>Allowance</b>	<b>Clause</b>	<b>% of hourly standard rate \$21.29</b>	<b>\$ per hour unless stated otherwise</b>
From 61st floor level onwards		7.7	1.64
Acid plants and chemical works allowance	20.6(a)	11.7	2.49
Aluminium foil insulation allowance	20.6(b)	2.6	0.55 per hour or part thereof
Asbestos eradication allowance	20.6(c)	10.8	2.30
Asbestos materials allowance	20.6(d)	4.0	0.85
Bitumen work allowance	20.6(e)	4.0	0.85
Cold work allowance	20.6(f)	3.2	0.68
Cutting tiles allowance	20.6(g)	4.0	0.85
Explosive powered tools allowance	20.6(h)	7.6	1.62
Hospitals and morgues— infectious or contagious diseases	20.6(j)	0.3	0.06
Hospitals and morgues— infectious or contagious diseases— minimum per day	20.6(j)	2.2	Not less than 0.47 per day or part thereof
Hospitals and morgues— unrefrigerated bodies in morgue	20.6(j)	0.3	0.06
Hospitals and morgues— unrefrigerated bodies in morgue— minimum per day	20.6(j)	2.2	Not less than 0.47 per day or part thereof
Hot work allowance:	20.6(k)		
Between 46° and 54° Celsius		3.2	0.68 per hour or part thereof
Exceeds 54° Celsius		4.0	0.85 per hour or part thereof
Insulation allowance	20.6(l)	4.0	0.85 per hour or part thereof
Service shafts allowance:	20.6(m)		
Not more than 4 hours spent in shaft		9.9	2.11 per day
Between 4 hours and 8 hours spent in shaft		19.6	4.17 per day
More than 8 hours spent in		3.1	0.66

Allowance	Clause	% of hourly standard rate \$21.29	\$ per hour unless stated otherwise
shaft			
Towers—exceeding 15 metres	20.6(n)	3.2	0.68
Towers—each further 15 metres	20.6(n)	3.2	0.68
Toxic substances allowance	20.6(o)	<del>4.54.0</del>	0.85
Working in close proximity to toxic substances	20.6(o)	3.2	0.68

### 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 20:

Allowance	Clause	\$
Use of employee's vehicle for call-out	17.4	0.78 per km
Tool allowance	20.8(a)	22.50 per week
Meal allowance—overtime:	20.8(b)	
At least one and a half hours after ordinary hours		12.89 per meal
Each subsequent four hours		12.89 per meal
Compensation for tools and clothes	20.8(d)	Up to 1308.10 maximum
Fares allowance	20.9(b)	10.80 per day
Transfer between job sites during work hours—own vehicle	20.9(e)	0.78 per km
Mileage allowance for travel beyond defined radius	20.9(f)	0.43 per km
Living away from home—distant work—per complete week	20.10(c)	418.27 per week
Living away from home—distant work—per day	20.10(c)	59.79 per day
Travelling expenses—forward journey—meal allowance	20.10(d)(i)	12.89 per meal

Allowance	Clause	\$
Travelling expenses—return journey	20.10(d)(ii)	19.93 per homeward journey
Travelling expenses—weekend return home	20.10(d)(iv)	33.61 per occasion
Travelling expenses—construction camps—camping allowance—per complete week	20.10(d)(v)	166.68 per week
Travelling expenses—construction camps—camping allowance—per day	20.10(d)(v)	23.89 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

Allowance	Clause	\$
Special fixed allowance <sup>1</sup>	20.3(d)	7.70 per week <sup>3</sup>
Daily hire employees—lost time loading allowance—plumbing and mechanical services classifications and irrigation installer <sup>2</sup>	20.3(i)	3.17% of payments listed in clause 20.3(i)
<sup>1, 2</sup> These allowances apply for all purposes		
<sup>3</sup> This allowance will not be adjusted		

## 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 years.
- G.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- G.9** The apprentice wage scales are based on a standard full-time apprenticeship of four 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:

Parties are asked to confirm whether this list is up-to-date.

- (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 years.



- 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 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—National Training Wage

Schedule deleted in accordance with [PR593826](#)

### I.1.1 Title

This is the *National Training Wage Schedule*.

### I.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**Year 10** includes any year before Year 10

### **I.3 Coverage**

**I.3.1** Subject to clauses I.3.2 to I.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause I.7 to this schedule or by clause I.5.4 of this schedule.

**I.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause I.7 to this schedule.

**I.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify “any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997” that they consider should not be covered by this Schedule.

**I.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**I.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**I.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **I.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**I.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**I.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## **I.5 Minimum Wages**

### **I.5.1 Minimum wages for full-time traineeships**

#### **(a) Wage Level A**

Subject to clause I.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause I.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

#### **(b) Wage Level B**

Subject to clause I.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause I.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

**(c) Wage Level C**

Subject to clause I.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause I.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

**(d) AQF Certificate Level IV traineeships**

(i) Subject to clause I.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause I.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

**I.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses I.5.2(f) and I.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause I.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

**(b) Wage Level B**

Subject to clauses I.5.2(f) and I.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause I.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

**(c) Wage Level C**

Subject to clauses I.5.2(f) and I.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause I.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses I.5.2(f) and I.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause I.7 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses I.5.2(f) and I.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses I.5.2(f) and I.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses I.5.2(a)–(e) of this

schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses I.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses I.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **I.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **I.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause I.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **I.6 Employment conditions**

- I.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- I.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- I.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause I.5.2(f)(ii) and not by this clause.



**I.6.4** Subject to clause I.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## **I.7 Allocation of Traineeships to Wage Levels**

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

The wage levels applying to training packages and their AQF certificate levels are:

### **I.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III

<b>Training package</b>	<b>AQF certificate level</b>
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

**I.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III

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<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**I.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

## Schedule J—Supported Wage System

Monetary amounts adjusted as a result of [PR592689](#)

**J.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.

**J.2** In this schedule:

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

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

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

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

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

### **J.3 Eligibility criteria**

**J.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.

**J.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.

**J.4 Supported wage rates**

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

<b>Assessed capacity (clause J.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**J.4.2** Provided that the minimum amount payable must be not less than **\$84** per week.

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

**J.5 Assessment of capacity**

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

**J.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.

**J.6 Lodgement of SWS wage assessment agreement**

**J.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.

**J.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.

## **J.7 Review of assessment**

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

## **J.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.

## **J.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.

## **J.10 Trial period**

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

**J.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.

**J.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$84** per week.

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

**J.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 J.5.

## Schedule K—2017 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

Schedule K amended in accordance with [PR598110](#)

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

**K.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2017) or New Year's Eve (31 December 2017) 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 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 K.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.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

## Schedule L—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 M—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 N—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\_\_\_