



**..... & CEPU PLUMBING DIVISION –
NSW BRANCH LAGGING ENTERPRISE
AGREEMENT 2019-2023**

For
ACT,
SYDNEY,
WOLLONGONG,
CENTRAL COAST,
& NSW COUNTRY AREAS

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1. TITLE

This Agreement shall be known as the & CEPU Plumbing Division – NSW Branch Lagging Enterprise Agreement 2019-2023.

2. PARTIES AND PERSONS BOUND

2.1 This Agreement shall cover: -

2.1.1 the (**employer**) in respect of employees engaged in the industry of the occupations, businesses or employers of plumbers, gasfitters, roof plumbers, lead burners, ship plumbers and heating, air conditioning or ventilation plumbers, irrigation installer, ladders and HVAC labourers, (**employees**) engaged on site or in construction work; and

2.2 employees employed by the employer in New South Wales who are engaged in the industry of the occupations, businesses or employers of plumbers, gasfitters, roof plumbers, lead burners, ship plumbers and heating, air conditioning or ventilation plumbers & sheet metal workers, irrigation installer, ladders and HVAC labourers, engaged on site or in construction work who are employed or usually employed in the plumbing industry in executing any plumbing, gas fitting, pipe fitting or domestic engineering work, whether prefabricated or not, or who execute any work in or in connection with:-

2.2.1 sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;

2.2.2 lead, wrought, cast or sheet iron, copper, brass or other classes of pipework;

2.2.3 water (hot or cold), steam, gas, air vacuum, heating or ventilating appliances, fittings, services or installations; and

2.2.4 house, ship, sanitary, chemical or general plumbing or drainage; and

2.4 the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia 128v (CEPU)(**union**). On the condition that the union has given notice under Section 183 of the *Fair Work Act 2009* (C'th)(**FW Act**) that it wants the Agreement to cover it and in accordance with Section 201(2) of the FW Act, the Fair Work Commission (**FWC**) has noted that the Agreement covers the union.

2.5 The terms of this agreement will **not apply** to:-

2.5.1 The employment of sprinkler fitters by an employer covered by the *Plumbing and Fire Sprinklers Award 2010* (**PFS Award**); and / or

- 2.5.2 To employees principally engaged in installing automatic fire protection systems; and / or
- 2.5.3 Employees of the employer employed full-time in the service and maintenance operations, and / or
- 2.5.4 Employees employed full-time as a project manager, an estimator or in drafting;

3. OBJECTIVES

The objectives of this Agreement are to:

- 3.1 Increase the efficiency of the company by the effective utilisation of the skill and commitment of the company's employees;
- 3.2 Improve the living standard, job satisfaction and continuity of the company's employees by improving Industry standards;
- 3.3 Create a cooperative and productive Industrial Relations environment;
- 3.4 Provide workers with more varied, fulfilling and better paid jobs;
- 3.5 Promote the continued skill formation of workers;
- 3.6 Maintain a safe and health working environment, free from discrimination, harassment and all forms of bullying.
- 3.7 Establish effective communications between the Company, Union the Employees and their Consultative Committee to ensure that the workforce are kept fully informed and have an input into decision making that effects the work environment and the future employment of workers with the company.
- 3.8 Maintain and continue the integrity of trade training through apprenticeships contract of training.

4. COMMITMENTS

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

- 4.1 The measures contained in this Agreement lead to real gains in productivity.
- 4.2 A broad approach to productivity is adopted incorporating (but not being limited to) both management and labour efficiency, quality, training, maintaining high standards of occupational health and safety, improved

working conditions, environmental concerns, quality of working life issues and equity issues.

- 4.3 The measures provided for in this Agreement will be implemented through consultative mechanisms agreed to between the employees and the company.
- 4.4 Productivity measures will not be implemented at the expense of health and safety standards and those standards will be improved.
- 4.5 The dispute settlement procedures provided for in this agreement are rigorously applied and enforced.
- 4.6 A free flow of information occurs between the company and employees concerning all aspects of the construction process.
- 4.7 Statutory entitlements, quality of work and proper safety standards will underpin this agreement.

4.8 **Women in the Industry**

- a) It is recognised that the Plumbing Contracting industry needs to employ more women and the parties shall discuss means to achieve this during the life of this Agreement. Measures will be implemented that will encourage and assist women to seek and maintain employment in the Plumbing Contracting Industry.

4.9 **Suicide Prevention**

The parties acknowledge that:

- (i) suicide prevention of employees in the construction industry is an important issue;
- (ii) Construction workers are more than twice as likely to suicide than other people in Australia;
- (iii) Construction workers are six times more likely to die by suicide than through a workplace accident;
- (iv) Apprentices in construction are two and a half times more likely to suicide than other young men their age;
- (v) Mental health on construction sites is now accepted as an industry safety concern;
- (vi) Employees can find it difficult to discuss feelings and emotions with colleagues at work, especially in the construction industry.

- (vii) Accordingly, to try and reduce the chance of suicide by an employee, the Employer agrees to provide training to an appropriate number of employees in consideration of the size and nature of the workforce concerned, to recognise potentially suicidal behaviour and to give them the simple skills needed to intervene and to keep that employee safe until they can gain professional help. Such training is to be conducted via an agreed training package/methodology, or an agreed provider between the Parties, during normal working hours.
- (viii) Awareness training providers will be agreed through the Consultative Committee.

5. LODGEMENT AND DATE OF OPERATION OF THE AGREEMENT

- 5.1 This Agreement shall be lodged in accordance with the *Fair Work Act 2009*.
- 5.2 This Agreement shall remain in force until 30 September 2023.

Variation of the Agreement

- 5.3.1 Should the employer intend to make an application under the FW Act, seeking to vary the Agreement, the employer shall advise the union (in writing), of the proposed variation and the union shall be given an opportunity of meeting with the employees concerned about the variation.
- 5.3.2 Such meeting shall take place prior to the employees being requested to vote (under Section 208 of the FW Act) on the proposed variation.

Termination of the Agreement

- 5.4.1 Should the employer intend to make an application under the FW Act, seeking to terminate the Agreement, the employer shall advise the union (in writing), of the proposed application to terminate the Agreement and the union shall be given an opportunity of meeting with the employees concerned about the proposed application for termination.
- 5.4.2 Such meeting shall take place prior to the employees being requested to vote (under Section 219 of the FW Act) on the proposed termination.
- 5.5 The obligations provided in Clause 5.3 and / 5.4, are conditional upon the representative of the union (however termed), complying with Part 3 – 4 – Right of Entry under the FW Act.

6 RELATIONSHIP TO OTHER INSTRUMENTS

This agreement wholly replaces the Plumbing and Fire Sprinklers Award 2010, with the exception to when its referenced.

7 DEFINITIONS

GEOGRAPHIC DEFINITIONS

- a) **Sydney** - means within the boundaries of Broken Bay to the North, Nepean River to the West, Wollondilly to the South West, and Waterfall to the South.
- b) **ACT** – Means the Australian Capital Territory and a 75km radius from the Canberra GPO
- c) **Wollongong** - means the City of Wollongong and City of Shellharbour
- d) **Central Coast** - means the City of Gosford and the Shire of Wyong
- e) **Newcastle** - means the City of Newcastle and Lake Macquarie
- f) **NSW Country** - means all other areas of the State of New South Wales not covered by the geographic areas set out in (a) to (e) above.

OTHER DEFINITIONS

In this agreement, unless the contrary intention appears:

- i. **Act** means the Fair Work Act 2009 (Cth)
- ii. **agreement-based transitional instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- iii. **award-based transitional instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- iv. **Code** means the Building Code 2016 (Code for the Tendering and Performance of Building Work 2016), when and is in force from time to time.
- v. **construction work** means all work performed under this agreement in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures, including the prefabrication of work performed in plumbing workshops. For the purpose of this definition maintenance is confined to employees employed by employers in the building and construction industry.

- vi. **contractor** means any entity which contracts to provide plumbing.
- vii. **continuous shift worker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts
- viii. **employee** means national system employee within the meaning of the Act
- ix. **employer** means national system employer within the meaning of the Act
- x. **enterprise award-based instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
- xi. **leading hand** means an employee who is given by the employer, or their agent, the responsibility of directing and/or supervising the work of other employees, or in the case of only one employee, the specific responsibility of directing and/or supervising the work of that employee
- xii. **NES** means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)
- xiii. **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
- xiv. **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
- xv. **labourer** means an employee primarily engaged in assisting a logger.
- xvi. **standard rate** means the minimum wage for the Plumbing and mechanical services tradesperson Level 1 in Appendix A
- xvii. **Lagger** means an employee that insulates or clads ducts, pipes, valves or any other thing used in or in connection with the plumbing and air conditioning industry for the protection of Thermal and or acoustics..

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

8 TYPES OF EMPLOYMENT

8.1 Daily Employment

- a) Except as provided in 8.2, employment will be daily hire. Any Employee not specifically engaged as a casual employee will be deemed to be employed by daily hire.
- b) The following provisions will apply to daily hire employees:
 - (i) One day's notice of termination of employment will be given by either party or one day's pay must be paid or forfeited;
 - (ii) Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work;
 - (iii) A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools; and
 - (iv) Nothing in this clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

8.2 Casual Employment

A casual Employee will be employed subject to each of the following terms:

- (i) A casual Employee will be engaged for a minimum period of 3 consecutive hours on each occasion.
- (ii) A casual Employee for working ordinary time will be paid 125% of the hourly rate prescribed in Appendix's 1-3, and all relevant allowances, for each hour so worked. The penalty rate herein prescribed will be made in lieu of annual leave, public holidays, personal leave, rostered days off, paid leisure days, parental leave, redundancy, compassionate leave payments, top-up payments, severance payments and termination payments prescribed for other Employees in the Agreement.
- (iii) A casual Employee, other than an irregular casual Employee, who has been engaged by the Employer for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- (iv) The Employer must give the Employee notice in writing of the provisions of this clause within four weeks of the Employee having attained such period of six months. The Employee retains their right of election under this clause if the Employer fails to comply with this subclause.

- (v) A casual Employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time employment is deemed to have elected against any such conversion.
- (vi) A casual Employee who has a right to elect under clause 8.2(a)iii, on receiving notice under clause 8.2(a)v 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, and within four weeks of receiving such notice the Employer must consent to or refuse the election but must not unreasonably so refuse.
- (vii) Following such Agreement being reached, the Employee converts to full-time employment.
- (viii) Once a casual Employee has elected to become and has been converted to a full-time Employee, the Employee may only revert to casual employment by written Agreement with the Employer.
- (ix) Where, in accordance with clause 8.2(a)vi 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.
- (x) 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.
- (xi) An Employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

9 EMPLOYER AND EMPLOYEE DUTIES

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

10 CONSULTATIVE MECHANISMS

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

11. TRADE UNION RIGHTS AND REPRESENTATION

Clauses 11.1 and 11.2 of this Agreement outline the rights for Employee representatives and Union Delegates when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented or not.

Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.

11.1 Union Delegate Rights

Where an Employee has been elected as a Union Delegate, the Company will recognise the following rights:

- a) the right to be treated fairly and to perform their role without any discrimination in their employment;
- b) For the Union Delegate to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;
- c) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and
- d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
- e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and
- f) the right to represent the interests of members in their workplace to the Union, the Company and industrial tribunals/courts;
- g) the right to formal recognition that the endorsed Union delegates will speak on behalf of the Union members in the workplace;
- h) the right to paid time to attend Union endorsed training/forums which are directed to improving the skills and knowledge of the participant in the system of workplace relations.

11.2 Employee Representative Rights

- a) Where an Employee has been elected as an Employee Representative, The Company will recognise the following rights:

- b) the right to be treated fairly and to perform their role without any discrimination in their employment;
- c) For the Employee Representative to represent an Employee where requested in relation to a grievance, dispute or a discussion;
- d) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and
- e) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
- f) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and
- g) the right to represent the interests of employees who request their assistance in their workplace to The Company and industrial tribunals/courts.
- h) Prior to The Company making a decision to terminate or transfer a Union Delegate/Employee Representative, the Company shall notify the Union Delegate/Employee Representative two weeks in advance of such termination or transfer. Payment in lieu of notice may be made by agreement.
- i) The right and expectation of representation in relation to employment issues of Employees from genuine employee representatives and the Company must not interfere in the selection of employees' representatives. Further that Union members employed by the Company have the right to be represented by their Union in the consultation, disciplinary and dispute resolution arrangements in this Agreement.

11.3 Training

- a) Sufficient notice (at least a week or less by agreement) of the time and nature of the training/seminar/forums shall be given to the Employer to enable agreement for employees to attend these courses, seminars or forums.
- b) Union delegate / Employee Representatives will be paid their normal rate including all applicable allowances while attending approved courses, seminars or forums. Additional training can be undertaken by agreement.

12 PAYMENT OF WAGES

- 12.1 Wages due will be paid by electronic funds transfer into the employee's nominated bank or other financial institution account. Wages will be paid weekly and (subject only to Public Holiday delays) be available no later than close of business on the Thursday following the end of the relevant pay period. Employees will receive their pay slips on a weekly basis as soon as practicable on or after pay-day.
- 12.2 Particulars of details of payment to each employee will be provided in a statement issued to the employee at the time payment is made and will contain the following information as required by regulation or under The Fair Work Act 2009 (as amended):
- employer's and employee's name
 - employer's Australian Business Number (if applicable)
 - pay period
 - date of payment
 - gross and net pay
 - the ordinary hourly rate
 - Balance of accrued RDO hours
 - Accrued sick leave
 - Accrued annual leave hours
 - Income protection payments
 - Redundancy contribution
 - the number of hours worked at that rate
 - the total dollar amount of pay at that rate
 - any loadings, allowances, bonuses, incentive-based payments, penalty rates or other paid entitlements that can be separated out from an employee's ordinary hourly rate
 - the pay rate that applied on the last day of employment
 - any deductions from the employee's pay, including:
 - a. the amount and details of each deduction,
 - b. the name, or name and number of the fund / account the deduction was paid into
 - any superannuation contributions paid for the employee's benefit, including:
 - a. The amount of contributions made during the pay period (or the amount of contributions that need to be made),
 - b. The name and / or number of the superannuation fund the contributions were made to.
- 12.3 An employee whose service is terminated shall be paid the full amount of wages, redundancy and accrued payments due, at the next full pay period,

providing all company assets have been returned and any outstanding debts settled.

12.4 Time and Wages Records

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

12.5 Overpayment of wages

- a) The employee agrees to reimburse the company for any overpayment of wages proven to be made to the employee in error by the company.
- b) Upon two weeks advance written notice of an overpayment to the Employee, the Employee authorises the Company to deduct in agreed weekly amounts from any wages or any other entitlements payable, or owing to the Employee on termination, any overpayments made in error to the Employee by the Company.

14. TRAVEL ALLOWANCE

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

14.2 Travel allowance will be in accordance with the charts contained at Appendix 1,

14.3 An employee will be paid travel on RDOs.

- a) The travelling time allowances are daily allowances where the employee is required to:

- (i) start or finish work at a job site;
- (ii) start or finish work at the usual times; and
- (iii) uses his/her own vehicle or uses public transport.

- b) Travel allowance

Subject to clauses 14.3(a) employees will be paid a travel allowance in accordance with the figures shown in Appendix 1

14.4 Transfer between job sites during working hours

- a) 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.

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

14.5 Standard travelling time allowance

The standard travelling time component is an amount based on travel within the boundaries of Broken Bay to the North, Nepean River to the West, Wollondilly to the South West, and Waterfall to the South.

14.6 Mileage allowance for travel beyond defined radius

- a) An employee entitled to the additional travelling time allowance beyond the defined radius under clause 14.5 and who uses their own vehicle for such travel is to be paid an amount equivalent to \$0.74 per kilometre as reimbursement for the additional fuel costs incurred covering the combined distance from the defined radius to the job site and return to the defined radius.
- b) An employee who lives close to the boundaries of the defined radius and who is requested to travel beyond the defined radius can reach mutual agreement between the employer and employee for the excess travel allowance not to be paid on fair and reasonable grounds that the employee is not travelling further than what would be considered a normal day's travel to a job site within the defined radius.

15. SITE ALLOWANCE

- 15.1 Site allowance will be paid for all hours worked for in Sydney, ACT, Central Coast & Wollongong, Newcastle and NSW Country as per the tables below. This Includes Workshop Pre Fabrication, Employees Attending Training courses and any Training attended by the employee.

15.1.1 Sydney and ACT

	Sheet Metal Worker & Lagger	Labourer
1st April 2020	\$4.20	\$4.20
1st April 2021	\$4.20	\$4.20
1st April 2022	\$4.20	\$4.20
1st April 2023	\$4.20	\$4.20

16 OTHER ALLOWANCES

16.1 Employee acting on welding certificate

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

16.2 Meals when working overtime

An employee required to work overtime for at least 1.5 hours after working ordinary hours will be paid by their employer an amount of \$12.47 to meet the cost of a meal, plus an additional \$12.47 for each subsequent four hours worked. The employer may provide a meal or meals instead of paying any such allowance.

16.3 Leading hand allowance:

1-10 employees = \$35 per week.
10 + employees = \$55 per week.

16.4 Hot Work

- a) An employee who works in a place where the temperature has been raised by artificial means to between 46 and 54 degrees Celsius will be paid an additional \$0.54 or part thereof; with an additional \$0.67 or part thereof, where the temperature exceeds 54 degrees Celsius.
- b) Where such work continues for more than two hours, the employee will be entitled to 20 minutes' rest after every two hours work without loss of pay, not including the special rate provided for in clause 16.4(a).

16.5 Cold Work

- a) An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius will be paid an additional \$0.54 per hour.

- b) Where such work continues for more than two hours, the employee will be entitled to 20 minutes' rest after every two hours work without loss of pay, not including the special rate provided for in clause 16.5(a).

17 LIVING AWAY FROM HOME – DISTANT WORK

17.1 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.

17.2 Employee's address:

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

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

17.3 Entitlement

Where an employee qualifies under 17.1 the employer will either:

- a) Provide the employee with reasonable board and lodging to a standard of no less than 3-star accommodation, with two meals daily, being breakfast and dinner, and an out of pocket allowance of \$50.00 per day, or
- b) Pay an accommodation allowance of **\$150.00** per day, and an out of pocket allowance of **\$50.00** per day, but such allowances will not be counted as wages. The foregoing accommodation allowance will be increased if the employee can satisfy the employer that the employee reasonably incurred a greater outlay than that prescribed in clause 17.3

17.4 Travelling expenses

An employee who is sent by the employer or selected or engaged by an employer or agent of the employer to go to a job which qualifies them to the

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provision of this clause will not be entitled to any of the allowances prescribed by clause 14 - Travel, for the period occupied in travelling from their usual place of residence to the distant job, but in lieu thereof will be paid:

(a) Forward journey

- For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- For the amount of a fare on the most common method of public transport to the job (bus; air; rail with sleeping berths if necessary), and any excess payment due to transporting their tools if such is incurred.
- For any meals incurred while travelling at \$10.97 per meal. The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing on the job and who does not forthwith return to their place of engagement.

(b) Return journey

- An employee will, for the return journey, receive the same time, fares, and meal payments as provided in 17.4(a) above, together with an amount of \$17.24 to cover the cost of transport from the main public transport terminal to their usual place of residence.
- The above return journey payments will not be paid if the employee terminates or discontinues their employment within two months of commencing on the job, or if the employee is dismissed for whatever reason within one working week of commencing on the job or is dismissed for misconduct.
- Departure point- for the purposes of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

17.5 Daily Travel Allowance

An employee engaged on a job which qualifies them to the provisions of this clause and who are required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) will be paid the travel allowance prescribed by clause 14 – Travel.

17.6 Week-end return home

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

17.7 Construction camps

(a) Camp and caravan accommodation

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

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

(b) Camping allowance

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

(c) Camp meal charges

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

17.8 Rest and recreation

(a) Rail or road travel

- (i) An employee, who proceeds to a job which qualifies for the provisions of this subclause, may, after two months continuous service and thereafter at three monthly periods of continuous service return to their usual place of residence at the weekend. If the employee does so, the employee will be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend. Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight days after expiration of any such period of two or three months, the provisions of this subclause will not be applicable.
- (ii) The entitlement under 17.8.(i) will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due, of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice will lie with the employer).

(b) Variable return home

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

(c) No payment for unused fares

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

(d) Flexible rostered day off

If the employer and employee so agree in writing, the paid rostered day off as prescribed in clause 23 – Ordinary Hours of work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in 17.8, or at the end of the project, or on termination whichever comes first.

17.9 Termination

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

18 SUPERANNUATION

- 18.1 The level of contributions paid on behalf of each employee will be in accordance with the table contained at Appendix I.
- 18.2 Superannuation will be paid on all ordinary time earnings, Paid Leisure Days, Travel Allowance, Site Allowance, Leading Hands allowances, and all allowances specifically covered by the Superannuation Guarantee Charge (SGC)
- 18.3 The Employer shall be a participating employer in the Cbus Superannuation Scheme and all employees (including apprentices) shall be enrolled in Cbus and be entitled to superannuation benefits in accordance with the terms of Cbus Trust Deed where applicable (paid monthly).
- 18.4 If at any time during the life of this Agreement the Superannuation Guarantee Charge (SGC) increases beyond 9.5%, then any increase will be applicable under this Agreement. Provided that at all times during the life of this Agreement the minimum SGC percentage will be 9.5%.
- 18.5 Subject to the Trust Deed of the Fund of which an employee is a member, the following provisions will apply:

(a) Paid Leave

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

(b) Unpaid Leave

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

(c) Work related injury or illness

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

- 18.6 The subject of superannuation is extensively dealt with by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties except as provided for under this Agreement. The contribution rates provided for in

Clause 18.2 and 18.4 above do not limit an enterprise's liability under the SGC.

- 18.7 All Superannuation contributions under this Agreement will be paid monthly as required by the Cbus Trust Deed where applicable.

19 TERMINATION OF EMPLOYMENT

- 19.1 Notice of termination is provided for in the NES. The notice provisions of the NES do not apply to a daily hire employee working in the building and construction industry.

19.2 Notice of termination by an employee

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

20. INDUSTRY SPECIFIC REDUNDANCY SCHEME

20.1

- a) The employer shall participate in a Redundancy Protection Scheme and shall make relevant contributions on behalf of all employees to provide for the payment of redundancy benefits to employees.
- b) The benefits to be provided to the Employees shall be equivalent to the benefits provided by an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Assessment Act 1986* (**ATO Approved Fund**) that is administered and/or managed by Redundancy Payment Central Fund Ltd (**Incolink**).
- c) The particular Redundancy Protection Scheme to be provided shall be agreed between the majority of employees and the employer. Any ATO Approved Fund that is administered and/or managed by Incolink shall be taken as agreed to by the majority of employees and the employer for the purpose of this clause.
- d) For the purpose of clause (c) once Incolink has notified the employer of the relevant ATO Approved Fund (**Incolink Responsible Fund**) the employer will enrol to become a member and will enrol all the employees of the employer within the scope of this Agreement in the Incolink Responsible Fund in accordance with the constituting documents of the Incolink Responsible Fund. The employer must abide by and pay contributions to that Incolink Responsible Fund on behalf of each employee in accordance with the constituting documents of the Incolink Responsible Fund. The employees enrolled shall be

entitled to redundancy benefits in accordance with the terms of the Incolink Responsible Fund's trust deed.

- e) Where the employer is already a member of an ATO Approved Fund which Incolink is trustee (**Appropriate Incolink Fund**), the employer shall enrol all the employees of the employer within the scope of this Agreement in the Appropriate Incolink Fund in accordance with the constituting documents of the Appropriate Incolink Fund. The employer must abide by and pay contributions to that Appropriate Incolink Fund on behalf of each employee in accordance with the constituting documents of the Appropriate Incolink Fund. The employees enrolled shall be entitled to redundancy benefits in accordance with the terms of the Appropriate Incolink Fund's trust deed.
- f) If Incolink nominates any other ATO Approved Fund the employer shall pay contributions to that fund on behalf of each employee in accordance with the constituting documents of that other ATO Approved Fund.
- g) In all cases the redundancy payments which the employer is liable to pay are whichever are the greater of the entitlement of the employee as per Clause 20.3 and the entitlement of the employee under relevantly the Incolink Responsible Fund or the Appropriate Incolink Fund trust deed (or under the constituting documents of any other ATO Approved Fund nominated by Incolink pursuant to its trust deed).
- h) References in this Clause to relevantly the Incolink Responsible Fund or the Appropriate Incolink Fund include a reference to another fund for comparable purposes nominated by Incolink for the purposes of this Agreement as a fund which meets the requirements of relevantly an Incolink Responsible Fund or an appropriate Incolink Fund.

20.2 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

20.3 Redundancy pay

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

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

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

- (a) 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.
- (b) Week's pay means the ordinary time rate of pay at the time of termination for the employee concerned.
- (c) 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.
- (d) Any period of service as a casual will not entitle an employee to accrue service in accordance with this clause for that period.
- (e) 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.
- (f) Contributions paid by the employer under this clause will be paid in accordance with the requirements of the Scheme's trust deed.
- (g) Upon termination the employee will, depending on the Scheme's trust deed, be paid directly by the Scheme.
- (h) For the purpose of meeting its obligations under this clause the employer will make the contributions set out in clause 20 above on a monthly basis in respect of each employee covered by this Agreement to the Scheme.
- (i) Where an employee is entitled to a payment by the Scheme under clause 20 and an entitlement under the provisions of this clause would be greater than the employee will receive the difference between the amount due under clause 20 and the amount due under this clause, but not both.

20.4 Redundancy pay schemes

- (a) Where an employer terminates the employment of an employee and the employer incurs a redundancy pay obligation to the employee under this clause, some or all of the benefit the employee receives from a

redundancy pay fund may be set off against the employer's redundancy pay obligation under this clause, subject to the following conditions.

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

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

20.5 Employee leaving during notice period

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

20.6 Transfer of business

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

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

In this subclause, business includes trade, process, business or occupation and includes part of any such business and transfer includes transfer,

conveyance, assignment or succession whether by agreement or by operation of law. Transferred has a corresponding meaning.

21. STATUTORY MATTERS COVERED BY STATE LEGISLATION

The following NSW & ACT State Acts and the regulations, as amended, where relevant and provided they are not in conflict with the requirements of the Fair Work Act 2009, as amended, will set the minimum terms insofar as they relate to matters that are under the provisions of the relevant Act and pertain to the Company and employees bound by this Agreement:

- Long Service leave Act 1955;
- Long service leave (portable schemes) Act 2009
- Building and Construction Industry Long Service Payments Act 1986;
- Workplace Injury Management and Compensation Act 1998; and
- Work Health and Safety Act 2011.

Where an employee is eligible, the employer will register an employee with the Building and Construction Industry Long Service Payments Corporation within 4 weeks of commencement of his/her employment.

If at any time during the life of the agreement any new legislation is enacted it will be deemed to cover this agreement.

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

The Employer recognises the importance of providing income security for employees and their families in the event of unforeseen circumstances occurring. In this regard the Company will, as part of this Agreement take out a **Top Up, 24 hr.** accident and sickness insurance with **Marsh Pty Ltd** for all employees other than casuals. This policy will contain provisions that allow approved benefits to be paid within **14 days** resulting from an accident or sickness, and within **30 days** resulting from an amateur sporting injury. The maximum cost to the Company will not exceed **\$15.00** per week.

23. ORDINARY HOURS OF WORK

- 23.1 Except as provided elsewhere in this agreement, the average ordinary working hours will be **36 per week** worked in accordance with the following provisions for a four-week work cycle:

This time will accrue as follows:

0.8 hours (48 minutes) accrued per day worked or per day of paid leave taken;

23.2 Rostered Days Off 2021-2024

- a) The ordinary working hours shall be worked in a 10 day/ 2 week cycle, Monday to Friday inclusive with eight hours worked for each nine [9] days, and with 0.8 of an hour on each of those days accruing toward the tenth day and can be taken as a paid day off. The tenth day shall be known as the Rostered Day Off or 'RDO'.
- b) RDO's shown as flexible RDO's in the RDO Calendar (Appendix 6) can be worked and banked.
- c) Accrued RDO time may be used for a paid Saturday up to 7.2 hours during Designated Long weekends.
- d) Subject to Clause 23.6, RDOs not attached to a Designated Long Weekend are paid at the ordinary time rate paid to Employees at the time of taking the RDO, and on all RDOs payment shall include the daily 'Fares Allowance', and any applicable allowances as prescribed by this Agreement.
- e) For clarity, 26 RDOs shall be accrued by an Employee in each twelve months continuous service.
- f) Each day of paid leave taken and any public holiday occurring during any cycle of two weeks will be a day worked for accrual purposes.
- g) Upon commencement of employment, Employees who have not worked a complete ten day/two-week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with that employer, RDOs will be paid in full as they occur.

23.3 RDO Schedule, Public Holidays, Designated Long Weekends and Christmas Annual Leave

- a) The agreed RDO calendar for the Employer (unless otherwise varied in accordance with this Agreement) is in Appendix 6 and reflects the agreed scheduling of Designated Long Weekends, Flexible Rostered Days Off, Scheduled Rostered Days Off and Christmas/Easter Annual Leave shutdown for 2021, 2022, 2023 and 2024.
- b) On the last day of work prior to a Designated Long Weekend, as far as practical, work shall cease by 3.30pm.

23.4 Work on Scheduled RDOs and Designated Long Weekends for projects other than Identified Projects.

- a) The Company and its Employees may agree, where there is a need for genuine operational reasons, work may be carried out on Scheduled RDO/Designated Long Weekends if the Company first consults with and agrees about the need to carry out work with the majority of the Employees. As far as practical given operational requirements, the Company will give employees at least 7 days' written notice of any such need for work to occur so as to ensure appropriate consultation. Such requirements must be based on genuine circumstances. If 7 days notice is not provided by the Employer then the affected Employees, in addition to accrued entitlements, shall be paid double time and a half and shall bank an additional RDO over and above the time accrued.
- b) An Employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
 - (i) the hours of work that will be worked by that Employee in the week of the scheduled RDO;
 - (ii) the number of scheduled RDOs worked by the Employee within the previous six weeks;
 - (iii) the Employee's family responsibilities; and
 - (iv) any other special circumstances peculiar to the Employee.
- c) Except on Designated Long Weekends, in addition to accrued entitlements, such work on any scheduled RDO that is not attached to a Designated Long weekend and where notice is given in accordance with clause 23.4 a) shall be paid for at ordinary time rates of pay, including the daily 'Fares Allowance' and any applicable allowances as prescribed by this Agreement.
- d) On Designated Long Weekends, in addition to accrued entitlements such work shall be paid for at double time and a half, including the daily 'Fares Allowance' and any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.
- e) All Employees who work on the Scheduled RDO will be granted an alternative RDO to another day falling within six weeks of the originally scheduled day provided that the re-scheduled RDO is to be taken on a day or days adjacent to a 'weekend or in conjunction with annual leave, or as otherwise agreed by the Employee and the Company, such agreement not to be unreasonably withheld.

23.5 **Work on Scheduled RDOs and Designated Long Weekends for Identified Projects**

This sub clause will apply for Work on Scheduled RDOs and Designated Long Weekends for Identified Projects that are structured over a 5-day, Monday to Friday working week.

Hours of Work

The provisions of Clause 23.1 of the Agreement apply.

Overtime

- a) It is the intention of the Employer and Employees that excessive overtime will not be worked.
- b) To this end the general standard of weekly hours will usually not be more than 50 hours per week, which shall be taken to mean not more than 10 hours per day Monday to Friday, for an individual Employee. The aforesaid 'usual weekly hours' of the affected Employees may by agreement be exceeded from time to time to perform works which the Employer considers necessary and to meet operational requirements, including but not limited to the need to perform works which are critical to the ongoing productivity or safety of other employees on the project or where a critical work task is delayed due to unforeseen circumstances.
- c) Reflecting this intention, it is recognised that the Employer is not restricted as to the setting of daily hours within the 50-hour general standard.
- d) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:
 - (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees; or
 - (ii) the Employee's personal circumstances including any family responsibilities; or
 - (iii) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; or
 - (iv) any other relevant matter.

Rostered Days Off

The provisions of Clauses 23.3, 23.4 and 23.5 of the Agreement apply with the following exceptions:

- a) Projects will be fully operational on all scheduled RDOs days not attached to a Designated Long Weekend (which include the Easter and Christmas shutdown periods).

- b) If an Employee works on a scheduled RDO, they will take the accrued RDO as a substitute day within prior to the next scheduled RDO from the Scheduled RDO falling in the RDO calendar

Weekend Work

- a) Weekend work will be limited to where there is a need for genuine operational reasons to undertake specific works on weekends which may be high risk in nature or have an effect on existing facilities or areas outside the project. High risk works, or works having effect as outlined above would include, but not be limited to the following:
- (i) service shutdowns involving external authorities; or
 - (ii) connections to existing buildings.
- b) Before the Company commences consultation regarding the requirement for Weekend Work, the Company must have approval from (insert most senior person title in the region) or equivalent. No work is authorised unless this approval is provided in writing.
- c) Work may be carried out on a weekend if the Company consults and agrees with the majority of the affected Employees (and if nominated, their representative) about the need to carry out work. As far as practical, given operational requirements, the Company will give affected Employees at least 7 days' written notice of any such need for work to occur, so as to ensure appropriate consultation. Such work shall be paid at the rate of double the ordinary rate of pay for all hours worked.
- d) If 7 days written notice is not provided by the Employer, then the affected Employees, shall be paid double time and a half of the ordinary rate of pay. This will not apply for events outside the control of the Employer, where emergency work is required to be undertaken.
- e) Where work is required to be conducted over two (2) consecutive weekends and an RDO is not taken over this period, Employees who work on consecutive weekends will take the RDO foregone at an alternative day falling within six (6) weeks of the originally scheduled day, provided the re-scheduled RDO is to be taken on a day (or days) adjacent to a Saturday or Sunday or RDO, in conjunction with annual leave, or as otherwise agreed by the Employee and the Company. Such agreement will not be unreasonably withheld.

23.6 Banking of RDOs

- a) Where the Employer and Employee agree up to six days RDOs in a twelve month period may be accrued for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed.

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Details of such banked RDOs shall be entered on to each Employee's employment records. These RDOs may be taken as a group of consecutive days or any other combination subject to reasonably notice by an Employee.

23.7 **Early start**

By agreement between the employer and employees, the working day may begin **at 6.00 am**. Or at any other time between that hour **and 8.00 a.m.** and the working time will then begin to run from the time so fixed, with a consequential adjustment to the meal break.

- 23.7 Employees will be entitled to take five minutes immediately before lunch and before finishing time to enable them to wash and put away gear. The washing time breaks will be counted as time worked.

24. WORK BREAKS

24.1 **Meal breaks**

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

24.2 **Variation of meal breaks**

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

24.3 **Daily rest breaks**

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

24.3a **One Break per Day.**

If for any reason only One (1) break is taken per day, any time worked after Eight (8) will be deemed as overtime and appropriate penalties rates will apply. Applicable to Monday to Friday work only.

For example:

Start Time 6.00 a.m. – 30 Minute Break – penalties apply after 2 p.m.
Start Time 7.00 a.m. – 30 Minute Break – penalties apply after 3 p.m.

24.4 **Overtime rest breaks**

- (a) When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee will be allowed to take without deduction of pay, **a rest break of 20 minutes** in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, the employee will be allowed to take also, without deduction of pay, **a rest break of 30 minutes in duration**.
- (b) In the event of an employee remaining at work after the usual ceasing time without taking the rest break **of 20 minutes** and continuing at work for a period of two hours or more, the employee will be regarded as having worked **20 minutes** more than the time worked and be paid accordingly.
- (c) For the purpose of this clause usual ceasing time is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause Ordinary Hours of Work.
- (d) Where an agreement is reached pursuant to clause 24.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

25. OVERTIME

25.1 Overtime generally

- (a) All time worked beyond the ordinary hours of work as prescribed in clause 23 – Ordinary Hours of work, inclusive of time worked for accrual purposes as prescribed will be paid for at the rate of one and a half times ordinary rate for the first two hours and double time thereafter.
- (b) From the 1st of April 2023 all overtime will be paid at the rate of double time

25.1.2 Call-back

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

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

25.1.3 Working during meal break

If the employer requires an employee to work through their normal meal break the employee will be paid at the rate of double time until the employee is allowed to take such a break. Where the meal break is shortened by agreement, the employer will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours.

25.1.4 Transport after overtime or holiday work

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

25.1.5 Breaks between working days

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

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

26. WEEKEND WORK

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

27. NIGHT SHIFT

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

- 27.1 No employee who is employed during the ordinary hours will be employed on night shift except on overtime rates or vice-versa.
- 27.2 Reasonable time will be allowed for a meal or meals during such shift.
- 27.3 In such cases where night shifts are worked and employment continues for more than one week, employees will work five shifts per week of eight hours. Employees on shift work will accrue 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift entitlement will be in accordance with Clause 23 – ordinary hours of work. This twentieth shift will be paid for at the appropriate shift rate as prescribed by this clause and the appropriate allowance under clause 14- travel.
- 27.4 In addition to clause 27.3, employees engaged in Sydney (as defined) will accrue an additional 0.4 hours for each 8-hour shift worked that will accrue as an RDO entitlement in accordance with Clause 23 – Ordinary Hours of work.
- 27.5 Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 28 - Public holidays and holiday work will be regarded as shifts worked for accrual purposes.

- 27.6 Except as provided above, employees not working a complete four-week cycle will be paid accrued pro rata entitlement for each shift worked on a programmed shift off or, in the case of termination of employment on termination.
- 27.7 The employer and employee will agree in writing upon arrangements for rostered paid days off during the twenty shift cycle or for accumulation of accrued days to be taken at or before the end of the particular contract, provided that such accumulation will be limited to no more than five such accrued days before they are taken as paid days off, and when taken those days will be regarded as days worked for accrual purposes in the particular twenty shift cycle.
- 27.8 Once such days have been rostered they will be taken as paid days off provided that where the employer for emergency reasons requires an employee to work on a rostered day off, the employee will be paid in addition to their accrued entitlement, penalty rates prescribed in 25.1(a).
- 27.9 An employee employed for less than five continuous shifts in any working week will be paid in accordance with clause 25 - Overtime, and clause 26 - Weekend Work. In cases where the employee has been employed on night shift for more than one week continuously then in such cases if the job finishes during the currency of the week's work the employer will be at liberty to terminate the engagement and will pay to such employee the rate fixed for night shift work for the time actually worked. In cases where less than a full week is worked, due to the action of the employee, the rate payable for the actual time worked will be ordinary night shift rates.
- 27.10 The rate of pay for night shift will be time and one half **(150%)**.
- 27.11 The starting and finishing hours for night shift work will be agreed upon mutually between the employer and a majority of affected employees. The provisions relating to clause 23 –Ordinary Hours of work and Clause 29 - Annual Leave apply to employees working shift work provided that the starting time for ordinary night shift hours will not be before 3.00pm.

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

28. PUBLIC HOLIDAYS AND HOLIDAY WORK

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

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

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

In addition to the above mentioned holidays the following public holiday will apply in the City of Newcastle - Show Day. This public holiday will be observed on the local Show Day as gazetted for the City of Newcastle when that day, in the locality of the employer's premises, occurs on an employee's ordinary working day.

28.1 When public holidays fall on a weekend

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

28.2 Termination

- (a) If the employer terminates the employment of an employee (except for reasons of misconduct or incompetency) the employer will pay the employee a day's ordinary wages for each holiday or each holiday in a

group which falls within ten consecutive calendar days after the day of termination.

- (b) Where any two or more of the holidays prescribed in this clause occur within a seven-day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within ten consecutive calendar days after termination, the whole group will be deemed to fall within the ten consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group.
- (c) No employee will be entitled to receive payment from more than one employer in respect to the same public holiday or groups of holidays.

28.3 Family Picnic Day

All employees covered by this Agreement will be entitled to Family Picnic Day without loss of pay on the first Monday in December of each year. An employee required to work on picnic day will be paid at the rate of double time and a half and paid for not less than four hours' work. Proof of attendance at the Picnic Day may be requested by the employer to entitle the employee for payment for the Family Picnic Day.

28.4 Payment For Working On A Public Holiday

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

29. ANNUAL LEAVE

- 29.1 The provision of annual leave under this agreement shall be in accordance with the National Employment Standards (NES).

29.2 Method of taking leave

- (a) Either 28 consecutive days, or two separate periods of not less than seven consecutive days in all cases exclusive of any public holidays will be given and taken within six months from the date when the right to annual leave accrued. The employer and employee will seek to reach agreement on the taking of annual leave at a mutually convenient time(s). If not taken within six months from the date it accrued, either the employer or employee may give at least four weeks' notice of the dates when all, or part of the accrued leave will be taken.

- (b) Where an employee requests that leave be allowed in one continuous period such request will not be unreasonably refused.
- (c) Continuous shift workers will be entitled to 5 weeks of paid annual leave, in accordance with s.87(1)(b)(ii) of the Fair Work Act 2009 (Cth)
- (d) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provisions of 29.2(a) may be altered by agreement between the employer and a majority of employees affected under this Agreement to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or employer, requests it.

29.3 Leave allowed before due date

- (a) An employer may allow an employee to take any amount of annual leave before it becomes due. In such circumstances an employee cannot take further leave in advance of their accrued balance until after the date the employee becomes entitled to the leave that was taken in advance.
- (b) Where an employer has allowed an employee to take annual leave pursuant to 29.2(a) and the employee's services are terminated (for any reason) prior to the date the employee becomes entitled to the leave that was taken in advance, the employer may, for each complete week of the qualifying period of service not served by the employee, deduct from whatever remuneration is payable upon the termination of employment one-fifty second of the amount of wages paid on account of annual leave.

29.4 Payment for annual leave on termination

- (a) Rate of pay:

Where an employee leaves or their employment is terminated, the employee will be paid their accrued balance of annual leave.

- (b) Annual leave loading:

In addition, the employee will receive a loading of 17.5% calculated on the rates, prescribed by Appendix's Rates of Pay.

29.5 Payment for periods of leave

- (a) Payment in advance

An employee, before going on annual leave, will be paid in advance at their current weekly wage rate (including leading hand allowance, if applicable) for the period of annual leave.

(b) Annual leave loading

In addition, during a period of annual leave an employee will receive a loading of 17.5 percent calculated on the hourly rate in Appendix I

29.6 Annual close down

Despite anything contained in this agreement an employer giving any leave in conjunction with the Christmas - New Year holidays may either:

- (i) Stand off without pay during the period of leave any employee who has not yet qualified under 29.1, or
- (ii) Where the employer decides to close down an establishment at the Christmas - New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of employees qualified for such leave, the employer will give at least two months' notice to employees of their intention so to do.

29.7 Commencement of leave - distant jobs

If an employee is still engaged on a distant job when annual leave is granted and the employee returns to the place of engagement, or, if employed prior to going to the distant job, the place regarded as their headquarters, by the first reasonable means of transport, their annual leave will commence on the first full working day following their return to such place of engagement or headquarters as the case may be.

30. PERSONAL LEAVE

30.1 The provisions of personal leave under this agreement shall be in accordance with the National Employment Standards (NES). Paid personal leave will be available to an employee when they are absent due to:

- (i) personal illness or injury (sick leave); or
- (ii) providing care or support to a member of the employee's immediate family or a member of the employee's household who requires care or support because of:
 - a personal illness or injury, or

- an unexpected emergency affecting the employee (carer's leave).

30.2 The amount of personal leave to which an employee is entitled is as follows:

- (a) One day in the first month and then one additional day at the beginning of each of the next nine calendar months, will be available in the first year of employment, and
- (b) Ten days at the beginning of the employee's second and each subsequent year which, subject to 30.5 will commence on the anniversary of engagement.
- (c) An employee's personal leave entitlement is the current year's personal leave plus any accumulated personal leave available to the employee.

30.3 In any year unused personal leave accumulates at the rate of the lesser of:

- (a) Ten days less the number of sick leave and carer's leave days taken from the current year's personal leave entitlements;
- (b) The balance of that year's unused personal leave.

30.4 Personal leave accumulates from year to year.

30.5 If an employee is terminated by the employer and is re-engaged within a period of six months then the employee's unclaimed balance of personal leave will continue from the date of re-engagement.

30.6 In such a case the employee's next year of service will commence after a total of twelve months has been served with the employer (excluding the period of interruption in service) since either:

- (a) The employee was first engaged, or
- (b) The anniversary of their original engagement as appropriate.

30.7 Immediate family or household

- (a) The entitlement to use personal leave for the purpose of carer's or bereavement leave is subject to the person in respect of whom the leave is being taken being either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household
- (b) The term immediate family includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the same or opposite sex to the employee who lives with the employee as husband or wife on a bona fide domestic basis; and
- (ii) child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

30.8 Sick leave

The provision of sick leave under this agreement shall be in accordance with the National Employment Standards (NES).

30.9 Carer's leave

The provision of carer's leave under this agreement shall be in accordance with the National Employment Standards (NES).

31. COMPASSIONATE LEAVE

The provision of Compassionate leave under this agreement shall be in accordance with the National Employment Standards (NES).

32. PARENTAL LEAVE

The provision of parental leave under this agreement shall be in accordance with the National Employment Standards (NES).

33. WORK HEALTH AND SAFETY & DISPUTES SETTLING PROCEDURE

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

33.1 Resolving Health and Safety Issues

- a) When a health and safety issues arise, the matter should be referred to the Employer's safety representative or supervisor. The supervisor shall discuss the matter with the person and the elected employee Health & Safety Representative (HSR) (if on site) with a view to agreeing on a safe working procedure to minimise and eliminate where possible the risk of injury or disease.
- b) Where the supervisor or the HSR reasonably consider there is an immediate risk to the health and safety of any person they must immediately consult, and if the concern remains unresolved, they may, jointly or singularly, direct that work in that particular area, or by that particular method, cease (immediate risk means that there is

a degree of danger which is likely to cause injury or disease before the risk can be eliminated).

- c) Work in the affected area(s) shall cease and employees shall be relocated to work in alternative safe areas where work is available in their classification.
- d) Employees may be relocated to other job sites where there is safe work available in their classification.
- e) Where there is no work available for the particular employees, they shall remain on site and make themselves readily available for resumption of work without loss of pay. Failure to do so shall negate any claim for payment. Provided that the Employer will not unreasonably require employees to remain for an unreasonable time period where there is no reasonable prospect of a resumption of work that day.
- f) Where work in an affected area has ceased in accordance with this clause, the Employer may require particular employees to perform rectification work in the affected area, where such rectification work is of the same type as the employee's trade including housekeeping in their particular work area. For clarity, this does not include dewatering. Those employees who remain on site to perform rectification work will be paid overtime rates during the period in which they perform the rectification work.
- g) At all times, the elected employee HSR may seek the assistance of a Representative in accordance with the applicable legislation, and the supervisor may also seek advice or assistance.
- h) Where the supervisor and the employee HSR cannot agree on a procedure, either party may call in a Safe work Inspector, who may provide advice on the proposed procedure.
- i) The supervisor and the employee HSR shall agree on the best method of rectifying the problem.
- j) At all times, employees must not work in situations where there is a genuine risk to their health and safety.
- k) A dispute relating to the subject matter of this clause may be dealt with via the dispute resolution procedure below.

33.2 Resolving Other Issues

- a) Where a dispute arises over permitted matters (as currently defined in the Fair Work Act), the application of this Agreement or the NES, the matter shall be first submitted by the Union, employee or Employee Representative (if any) to the supervising officer or

another appropriate manager, or vice versa. If not settled, the matter may be referred to more senior persons.

- b) While this procedure is being followed the status quo that existed immediately prior to the events that gave rise to the dispute will remain and, subject to this, work shall continue normally where it is agreed that there is an existing custom and practice, but in other cases the work shall continue at the instruction of the Employer. Failure to continue shall be a breach of the Agreement.

34. INCLEMENT WEATHER

34.1 Inclement weather will mean the existence of abnormal climatic conditions such as rain, hail, snow, cold, high wind, smoke, severe dust storm, extreme of high temperature of 35 degrees or the like (or any combination of these) during which it is either not reasonable or not safe for employees exposed thereto to continue working.

34.2 Process to be followed:

- Employees or their representative may request to meet with the employer or their representative for the purposes of determining whether or not conditions are inclement. Such meeting shall occur within 30 minutes of the scheduled starting time or the weather becoming inclement;
- Employees are required to remain on the site until this meeting has occurred and a decision has been made; and
- If the employer refuses to meet within this time, employees will be entitled to cease work for the rest of the day and be paid in accordance with this clause.

34.3 Once the meeting has occurred, the following shall apply:

Transfers

34.4 Employees may be transferred to an area or site not affected by inclement weather if useful work that is within the scope of the employees' skill, competence and training consistent with the classification structure of this agreement is available at that site, provided:

- a covered walkway and or adequate protection for the employee and their tools has been provided to access the new site or to access vehicles to transport the employees to the new site;
- the new site is under cover and the employees can get to the dry area

without going through the rain;

- adequate protection for the employee's tools is provided; and
- Employees have access to all amenities without having to walk through the rain.

- 34.5 Where an employee is required to transfer from one site to another, they will be reimbursed the cost of transport at the rate of \$0.78 per kilometer.

Remaining on Site

- 34.6 Where, because of inclement weather, the employees are prevented from working and have been sitting in the sheds for:

- more than an accumulated total of 4 hours of ordinary time in any 1 day; or
- more than 50 percent of the normal afternoon work time after the meal break; or
- more than 50 percent of the normal afternoon work time after the meal break; or
- more than an accumulated total of one hour during the final 2 hours of the normal workday; or
- the reason that they are unable to access the amenities.

- 34.7 Employees will be entitled to cease work and leave the site for the day and shall be paid in accordance with this clause.

Rain at Starting Time or During Breaks

- 34.8 When the employees are in the sheds, be it at starting time, break time or lunch time, and it is raining, they are to remain in the sheds.

- 34.9 Employees may be required to go to work in a dry area or be transferred to another site that is not affected by the inclement weather provided:

- a covered walkway and or adequate protection for the employee and their tools has been provided;
- the sheds are under cover and the employees can get to the dry area without going through the rain; and
- Employees have access to all amenities.

Employees Required to Work in Inclement Weather

- 34.10 The employer may only request an employee work in inclement weather in the event of an emergency or issue affecting health and safety on site. Employees are only obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/or to

secure or make safe as circumstances require. Employees engaged on such work will be paid at the rate of double time.

- 34.11 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.
- 34.12 If the employee's clothing becomes wet as a result of working in wet weather and they do not have a change of dry work clothes, they will be entitled, at the completion of the work, to cease work for the day without loss of pay.

Entitlement to Payments

- 34.13 Should employees be sent home or not required to attend work due to inclement weather they shall be entitled to payment by their employer for ordinary time lost for up to, but not more than 32 hours in every period of 4 weeks.
- 34.14 The following conditions will apply:
- 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;
 - The employee will be credited with 32 hours at the commencement of each four-weekly period. Hours will not accumulate or be carried over;
 - When an employee commences employment during a four-weekly period, they will be credited eight hours for each week, or part of a week, that they are employed during the four-weekly period; and
 - The number of hours credited to an employee will be reduced by the number of hours for which payment is made.

- 34.15 Payment under this clause will be weekly.

35. PROTECTIVE CLOTHING

- 35.1 Within 152 Hours worked, all new employees will receive the following Protective Clothing:
- (a) Two (2) Long Sleeve or Short Sleeve Shirts
 - (b) Two (2) Pairs of Trousers or Shorts or Overalls
 - (c) One (1) Pair Boots to the value of up to **\$125.00**
 - (d) One (1) Jacket
- 35.2 Protective Clothing shall be replaced on a fair wear and tear basis.
- 35.3 The protective clothing detailed above shall be divided into two issues and distributed to employees as a summer and winter issue.

- 35.4 Where an employee is required to wear protective clothing other than that provided for above and/or use protective equipment as stipulated by an applicable law, the employer must reimburse the employee for the cost of such protective clothing and/or equipment. This will not apply where the clothing and/or equipment is paid for by the employer.
- 35.5 The clothing detailed above can be varied following agreement between the employer and the consultative committee.

36 COMPENSATION FOR TOOLS AND CLOTHING

- 36.1 An employee whose clothes, spectacles, hearing aid, or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss as may be agreed upon with their employer.
- 36.2 An employee will be reimbursed by the employer to a maximum of \$1500 for loss of tools or clothing by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or if the tools are lost or stolen while being transported by the employee at the employers' direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. An employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.
- 36.3 Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 30 - Personal leave, the employer will ensure that the employee's tools are securely stored during his/her absence. In the event that these tools are lost or stolen, clause 36.2 applies.
- 36.4 When the employer requires an employee to wear spectacles with toughened glass lenses the employer will pay for the toughening process or the cost of the new lenses.
- 36.5 For the purposes of this clause:
- (a) Only tools used by the employee in the course of their employment will be covered by this clause. In that regard a list of tools appropriate for this purpose is contained at Appendix 5.
 - (b) The employee will, if requested to do so, furnish the employer with a list of tools so used.
 - (c) Reimbursement will be at the current replacement value of new tools of the same or comparable quality.
 - (d) The employee will report any theft to the company and the police prior to making a claim on the employer for replacement of stolen tools.

37 PRESENTING FOR WORK BUT NOT REQUIRED

An employee, if engaged and presenting for work to commence employment and not being required will be entitled to at least eight hours' work or payment therefore at ordinary rates, plus the appropriate allowance prescribed by clause 14 – Travel Allowance. This clause will not apply if the services of an employee are not required by reason of inclement weather in which case the provisions of clause 34 - Inclement Weather, will apply.

38. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

38.1 This clause applies to all employees, including casuals.

38.2 Definitions:

In this clause:

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

Family Member Means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of family member in clause 38.2(a) includes a former spouse or de facto partner.

38.3 Entitlement To Unpaid Leave

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

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

38.4 Taking Unpaid Leave

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

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

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

38.5 Service And Continuity

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

38.6 Notice And Evidence Requirements

- (a) Notice An employee must give their employer notice of the taking of leave by the employee under clause 38. The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.
- (b) Evidence

An employee who has given their employer notice of the taking of leave under clause 38 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 38.4.

38.7 Note:

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

38.8 Confidentiality

Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 38.6 is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in clause 38 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

Compliance

An employee is not entitled to take leave under clause 38 unless the employee complies with clause 38.

39. DISPUTES SETTLEMENT PROCEDURES

39.1 A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Agreement or disputes concerning the National Employment Standards or incidental to the operation of the Agreement should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement or disputes concerning the National Employment Standards (or any other dispute related to the employment relationship) shall be dealt with according to the following procedure.

39.2 In the event of any work-related grievance arising between the Enterprise and an employee or employees, the matter shall be dealt with in the following manner where at each step an employee may be represented including for the purposes of a formal determination procedure by the Fair Work Commission:

- (a) The matter shall be first submitted by the employee/s or his/her employee representative or other representative to the site foreperson, supervisor or the other appropriate site representative of

the Enterprise, and if not settled, to a more senior Enterprise representative.

- (b) Alternatively, the Enterprise may submit an issue to the employee/s who may seek the assistance and involvement of the employee representative or other representative.
- (c) Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- (d) If still not resolved, there may be discussions between the relevant Employee Representative official (if requested by the employee/s), or other representative of the employee, and senior Enterprise representative.
- (e) The relevant Employee Representative commits to make him/herself available to be involved at any stage of the procedure as required, or in respect of any potential dispute.
- (f) Either party may, refer the matter to the Fair Work Commission (FWC) for review. The FWC may exercise its conciliation and/or arbitration powers in such review.

39.3 This procedure shall be followed in good faith without unreasonable delay.

39.4 If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to the FWC.

39.5 **Conciliation**

- (a) The person(s) who raised the dispute, or his or her expressly nominated representative (organisation or agent), may refer the dispute to the FWC for private conciliation.
- (b) Before the process commences the FWC may confer with the parties informally about matters of procedure, such as:
 - i. the presentation of each side's position (whether oral or in writing);
 - ii. confidentiality requirements;
 - iii. representation at the private conciliation;
 - iv. timing, location and duration of the conciliation;

- v. whether a telephone conference is all that is needed in the first instance; and
 - vi. any further particulars about the FWC's role in relation to establishing procedures.
- (c) Subject to the preceding clause, it is agreed that the FWC will observe confidentiality about all aspects of the dispute, and, consistent with its expected role to this point, may do such things as:
- i. help the parties identify and define the matters in dispute;
 - ii. help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
 - iii. where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively; and
 - iv. act as the facilitator of direct negotiations between the parties.
- (d) The parties further agree that during the conciliation, the FWC may, at its discretion, discuss the matter(s) in dispute privately with any of the parties to the dispute or their representatives. The FWC shall keep confidential the content of any such discussion and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised to do so.
- (e) If the FWC is of the view that having completed the above process the matter(s) in dispute remains unresolved, it may:
- i. make suggestions for resolution of the dispute;
 - ii. express opinions as to what would constitute a reasonable resolution of the dispute, or any part thereof; or
 - iii. if the matter in dispute is not resolved, it may within seven (7) days of notice of termination provide a written report to the parties expressing the FWC's opinion of what would constitute a reasonable resolution of the dispute, or any part thereof.
- (f) Any function performed by the FWC in this regard is advisory only and is not binding upon the parties.

39.6 Formal Determination

- (a) If the matter(s) in dispute remain unresolved the FWC may make a formal determination.
- (b) The FWC, in making its formal determination, will ensure that the formal determination be consistent with the “Code for the Tendering and Performance of Building Work 2016”.
- (c) The parties agree to abide by the determination.
- (d) An employee/s may be represented for the purposes of a formal determination procedure by the Fair Work Commission.
- (e) Before making its determination the FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute. In making its determination the FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in mediation.
- (f) The FWC can make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.
- (g) The FWC will provide the determination in writing to the parties as quickly as practicable after hearing the parties. A determination of the disputed matter or matters will not constitute an order by the FWC under the Fair Work Act 2009.

39.7 This procedure shall be followed in good faith without unreasonable delay.

39.8 If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to the FWC.

40. ANTI-DISCRIMINATION

40.1 It is the intention of the parties to this Agreement to achieve the principal object in s3 (e) of the Fair Work Act 2009 through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

40.2 Accordingly, in fulfilling their obligations under the settlement of disputes clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

- 40.3 Nothing in this clause is to be taken to affect any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth Anti-Discrimination Legislation;

41. POSTING OF AGREEMENT

A copy of this Agreement and the NES will be kept by the employer in a prominent place on the employer's premises where it is readily accessible to employees.

42. WORKPLACE FLEXIBILITY

- 42.1 The terms of the Agreement may be varied by an individual flexibility arrangement ("IFA").
- 42.2 The Employer will not make an IFA unless the following conditions are satisfied:
- 42.3 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
- 42.4 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
- 42.5 The IFA must be genuinely agreed to by the employer and the employee;
- 42.6 The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 42.7 The IFA must be able to be terminated:
- 42.8 by either the employee, or the employer, giving written notice of not more than 28 days; or
- 42.9 by the employee and the employer at any time if they agree, in writing, to the termination.
- 42.10 The IFA must be in writing and signed:
- 42.11 in all cases by the employee and the employer; and
- 42.12 if the employee is under 18 by a parent or guardian of the employee; and
- 42.13 The IFA must be given to the employee within 14 days after it is agreed to.

43. MODEL CONSULTATION CLAUSE

43.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

43.2 For a major change referred to in paragraph 43.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 43.3 to 43.9 apply.

43.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

43.4 If:

- (a) relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

43.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

43.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

43.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

43.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 43.2(a) and subclauses 43.3 and 43.5 are taken not to apply.

43.9 In this term, a major change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

43.10 For a change referred to in paragraph 43.1(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses 43.11 to 43.15 apply.

43.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

43.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

43.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

43.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

43.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

43.16 In this term:

relevant employees mean the employees who may be affected by a change referred to in subclause 43.1.

44. SHAM CONTRACTING

44.1 The parties to this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode employee entitlements and affect the job security of employees covered by this Agreement. A sham contracting arrangement includes where an employer attempts to disguise an employment relationship as an independent contracting arrangement. This is usually done for the purposes of avoiding for employee entitlements.

44.2 **Sham contracting** means sham arrangements as described in Part 3-1, Division 6 of the Fair Work Act.

44.3 In this clause, “Sham Contracting” is where;

- a) An employer employs, or proposes to employ, an individual, representing to the individual that the contract of employment under which the individual is, or would be, employed by the employer is a contract for services under which the individual performs, or would perform, work as an independent contractor.
- b) An employer dismisses, or threatens to dismiss, an individual who is an employee of the employer and performs particular work for the employer in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services; or
- c) An employer employs, or has at any time employed, an individual to perform particular work makes a statement that the employer knows is false in order to persuade or influence the individual to enter into a contract for services under which the individual will perform, as an independent contractor, the same, or substantially the same, work for the employer.

44.4 Clause 44.3a does not apply if the employer proves that, when the representation was made, the employer did not know and was not reckless as to whether the contract was a contract of employment rather than a contract for services.

44.5 Any use of sham contracting is a breach of this agreement.

44.6 Where a sham contracting arrangement has been reasonably alleged and is unable to be resolved at the workplace level, any party may refer the allegation directly to the FWC for conciliation and/or resolution under clause 44.5 of this agreement. All parties will cooperate with the requests of the FWC including requests to provide substantiating information or undertaking an independent audit of their arrangements. For the avoidance of doubt, an affected employee may appoint a representative in relation to such matters.

44.7 Where the sham contracting allegation exists on the employers’ project or workplace, the employer will make itself available to assist in the dispute resolution procedure.

44.8 Where it is agreed or determined by the FWC that a sham contract was in place and the person was in fact an employee under this agreement, the calculation for backpay will be calculated on the basis of the hourly rate contained in this agreement plus site allowance and an additional 85% loading to cover entitlements other than CBUS and ACIRT. Any difference between the hourly rate paid to the employee, plus CBUS and ACIRT will form the settlement for the breach of this clause. The affected employee will

be re-inducted and fully informed of their entitlements under this agreement and the FWA.

- 44.9 The employer must ensure that a person engaged to undertake work as an employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.

45. CODE COMPLIANCE / SEVERABILITY

In the event that a provision of this Agreement is deemed as being non-compliant with the Code, the parties will take all necessary and reasonable steps to vary the Agreement so that the non-compliant provision of the Agreement is Code compliant.

Actions taken by a party under this clause are not an extra claim.

Severability:

It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the Fair Work Act 2009.

The severance of any term of this Agreement that is, in whole, or in part, of no effect by virtue of the operation of s 253 of the Fair Work Act shall not be taken to affect the binding force and effect of the remainder of the Agreement.

To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

46. HEAT POLICY

The parties recognise the risk to worker health caused by exposure to high temperatures in the work environment. To reduce the potential for heat related illness, the parties agree to the following heat policy.

Workers should be alerted to possible extreme or excess heat conditions by the Company, HSR and/or the WHS Committee before commencing work or as soon as practicable after work commences.

Once the temperature reaches 35 degrees, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way.

During periods of hot weather, if there are areas of the workplace that are below 35°, work shall continue as normal. Workers will walk a reasonable distance through the open to and from amenities, provided it does not pose a serious threat to their health or safety.

46.1 **Monitoring of Temperature**

Temperatures shall be measured on site by a temperature gauge compliant to Australian Standards and located as agreed by the HSR and the WHS Committee.

Temperatures shall be monitored during the course of the day by the Company and the HSR.

If gauges are not available - or malfunction, readings shall be taken from the nearest Bureau of Meteorology (BOM) weather station.

46.2 **Humidity**

Humidity creates a significant risk to workers' health and safety. Consultation with workers must take place when humidity exceeds 75% to assess all risks associated with the work being performed. Things taken into account shall include:

- Monitoring and improving air flow/ventilation;
- The health/medical conditions of individual workers;
- Rescheduling work so that tasks are performed in cooler, less humid parts of the day;
- Job rotation to reduce the amount of direct exposure to humidity;
- Provision of temporary shade and electric fans;
- Scheduled hourly drink breaks of approximately 5-10 minutes in shade;
- Provision of cool drinking water;
- Provision of extra and regular work breaks in cooler areas (i.e. Air-conditioned site sheds);
- Use of mechanical aids to reduce physical exertion; and
- Adequate supervision.

46.3 **Guide to Heat Stress symptoms**

Heat illness covers a range of medical conditions that can arise when the body is unable to properly cope with working in heat. These conditions include:

- Heat stroke - a life threatening condition that requires immediate first aid and medical attention;
- Fainting;
- Heat exhaustion I fatigue;
- Heat cramps;
- Rashes (also called prickly heat); and
- Magnifying of pre-existing illnesses and conditions.

Signs and symptoms of heat illness include feeling sick, nauseous, dizzy or weak. Clumsiness collapse and convulsions may also be experienced as a result of heat illness. Workers with these signs or symptoms need to seek immediate medical attention.

46.4 Control Measures

The following control measures shall be employed on site to prevent the effects of Heat Stress:

- Workers shall have easy access to cool, clean drinking water;
- Caffeinated drinks should be avoided as they promote dehydration;
- Mist busters will be deployed for dust suppression and aid in worker comfort in earthworks zones;
- Physical activity/tasks reduced where possible;
- Rotation of workers;
- Work in cooler parts of the day;
- Utilise Shaded areas;
- Reduction of PPE, where permissible;
- Wear light clothing under coveralls;
- Individuals should seek medical advice on the effect of medication being taken and communicate with the Company and/or the HSR if they believe necessary;
- In addition, rest breaks as needed by an individual. Individuals should not be discouraged from taking needed rest breaks;
- It is expected mandated breaks of "smoko" and lunch be adhered to; and Training.

46.5 Incident Response / First Aid

Employees experiencing symptoms of heat stress must report to the first aid shed and receive medical attention. If unable to walk to the shed, normal first aid procedures will apply.

46.7 Incident Reporting

All heat related incidents are to be reported to the Company and the PCBU. After any reported heat related incident, the Company shall immediately advise the HSR, site WHS Committee and the PCBU.

The Company must advise the HSR, site WHS Committee and PCBU of any lost time injuries, discomfort or related complaints and absenteeism related to heat.

46.8 **Training**

All workers will be trained in mitigating and recognising heat stress illness symptoms, in themselves and others. With refresher training to take place annually.

First Aiders need to be specifically trained in responding to heat related incidences.

Training shall be provided by a suitably qualified organisation.

46.9 **Sun Safe Tips**

In addition to the effects of heat, skin cancers are a major concern for workers in the industry. The company shall ensure the following principles are implemented:

- Employees are provided with and wear a broad brim hard hat attachment including neck flap;
- Employees are provided with and wear light coloured, long-sleeved collared shirts with a minimum UPF of 50+;
- Employees are provided with and wear long trousers or shorts that go to the knee;
- The company must ensure clothing is lightweight, comfortable, well ventilated and does not restrict movement;
- Employees are provided sunglasses that meet Australian Standards and are safe for driving;
- Employees are provided with a broad spectrum sunscreen with a minimum SPF of 30+ and lip balm;
- Employees are provided with portable shade where possible and are advised to work in natural shade where possible;
- New employees at any site shall be informed, trained and supervised in sun safe techniques;
- All building workers should have their skin checked regularly by a doctor, regardless of age; and
- Employees are encouraged to monitor their skin and look out for new or unusual spots, a sore that won't heal, or a spot or mole that has changed size, shape or colour.

47. DRUG AND ALCOHOL POLICY

- The drug and alcohol policy contained below shall apply.
- Employees shall be trained and inducted in any drug and alcohol policies that apply to them. Failure to do so shall mean that such policy cannot be used against them.
- Notwithstanding the above, the following Drug and Alcohol principles shall apply:
- Where practicable, self-testing shall be available for both drugs and alcohol.
- Drug testing may be undertaken by oral fluid testing. The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Processes for specimen collection and the detection and quantitation of drug in oral fluid). In the event drug testing utilises other than oral fluid testing, the type of test must be one that establishes that the employee has recently used (within 48 hours) drugs and is impaired in relation to the performance of their role.
- Alcohol testing may only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.
- Drug and Alcohol testing shall not be used to unfairly target employees.

47.1 Preamble

All parties in the industry are committed to the provision of safe and healthy workplaces.

The attainment of this objective can be undermined by the hazardous use of alcohol and other drugs by some individuals on occasions.

There are many factors which determine alcohol and other drug usage patterns. Some relate to personal and social matters. Others may relate to work culture and conditions.

Research has highlighted that industry has a high level of alcohol use. This may affect Work Health and Safety.

This policy aims to facilitate the implementation of practical ways in which workers themselves can address the alcohol and other drug issues which affect them, their families and co-workers. It provides guidelines which may be adapted to meet the specific conditions of different workplaces.

47.2 Principles

Safety is paramount:

- Prevention of Safety and Health problems is the primary goal of alcohol and drug policy formulation.
- Policy implementation and program management is best founded on consultation and collaboration between employees and management.
- Employees with alcohol and / or other drug problems will be provided with appropriate assistance, support and access to intervention program without jeopardising their employment.

47.3 Objectives

- To establish a program run by and for workers, which enables alcohol and other drug issues to be addressed at the workplace.
- To expand awareness of alcohol and other drug use as a Work Health and Safety issue.
- To enable industry factors likely to influence alcohol and other drug use (e.g. extended working hours, peer group pressure) to be recognised and addressed.
- To provide a basis for health promotion in the industry.
- To enable a consistent approach to alcohol and other drug issues across the industry in New South Wales.
- To set out collaborative procedures for dealing with alcohol and drug issues on building and other sites.
- To provide a structure to assist workers to get any help they need for alcohol and / or other drug problems, confidentially and without jeopardising their employment.
- To enable the development of a network of people, resources and programs managed by and sensitive to the needs of workers with alcohol and drug problems.

47.4 Goals

- To have this alcohol and other drugs policy adopted for implementation in workplaces by meetings of employees.

- To increase knowledge amongst workers about health and safety risks associated with alcohol and another drug use.
- To maintain optimum safety on site and to reduce the harmful impact of alcohol and other drug use.
- To provide education about the safe use of alcohol and other drugs.
- To train and resource health and safety representatives and other relevant personnel (where appropriate) to assist co-workers who are affected by alcohol and/or other drugs.

47.5 **Policy**

47.5 **Implementation and Management**

- Properly constituted Work Health and Safety (WH&S) Committees or, where there is no WH&S Committee, Site Safety Supervisors / Safety Officers in conjunction with worker representatives, are the appropriate bodies to implement and administer alcohol and drug policy / programs.
- For the objectives of this policy to be achieved, the full cooperation of the Employer and Employees is required.

47.6 **Application of Policy**

The policy is to apply to all Employees and staff without distinction.

47.7 **Persons Affected by Alcohol and/or Other Drugs**

- A person who is under the influence of alcohol and/or any other drug will not be allowed to work on site whilst he/she is incapable of performing safe work practices.
- Any person who believes another person is a risk to his/her own or another's safety should advise a Health and Safety representative (HSR) in confidence. The HSR shall take appropriate action, based on his/her assessment of the situation.
- If the matter remains unresolved, the WH&S Committee and management in consultation with the person concerned and the person's representative will decide whether that person is capable of performing safe work practices.
- Disciplinary action may be taken by management following consultation with the WH&S Committee and the person's representative.
- If disciplinary action is to be taken, one verbal warning, one written warning shall apply.

- f) The WH&S Committee will, as a matter of course, follow up to ensure that the person is aware of the policy and resources available to people with alcohol and/or other drug problems, or other problems which may underlie them.
- g) (Where “WH&S Committee” is referred to hereafter, read “body nominated to implement policy on site”).

47.8 Rehabilitation / Counselling

- a) If a person is undertaking rehabilitation or counselling, he/she is entitled to sick leave, negotiated leave without pay and other benefits provided for by the Agreement.
- b) An affected person will not be disadvantaged as a result of undertaking rehabilitation or counselling.
- c) The Employer will liaise with the person’s representative to enable appropriate assistance and support to be made available to him/her during and on completion of rehabilitation (with his/her permission).
- d) Confidentiality is to be maintained in all matters relating to the rehabilitation and counselling, employment arrangements etc. of individuals.

47.9 Employees At-Risk Through Medication Use

- a) Employees who are taking medication which might affect their ability to undertake any kind of work safely, should advise an HSR or the First Aid Officer, who will act immediately to eliminate the risks.
- b) No employee will be disadvantaged by his/her actions in this matter.

47.10 Education and Prevention

- a) The policy will be discussed and put forward for adoption on site at a meeting of all workers.
- b) It is the on-going responsibility of Unions and the Employer to ensure that all Employees continue to be aware of the policy and program. The WH&S Committee will assist in this process.
- c) All relevant information shall be available on site and displayed as appropriate.
- d) From time to time the WH&S Committee, in consultation with management, may initiate relevant health and safety promotional activities in relation to alcohol and other drug use issues.

47.11 Provision of Alcohol at Social Events

Where social functions are held they will be located in a hazard-free area where responsible serving of alcoholic beverages will apply. This includes provision of non-alcoholic and low-alcoholic beverages.

47.12 Role of Work Health and Safety Committee on Site

- To encourage knowledge of policy and program by all workers on site.
- To ensure information about the policy and program is displayed.
- To ensure information relevant to alcohol and other drugs is circulated amongst workers.
- To initiate and coordinate relevant health promotional activities to relation to alcohol and other drugs, in consultation with management.
- To provide information and referral options to workers as requested.
- To be available for informal discussion with and follow-up of site employees when appropriate.
- To undertake intervention and follow-up of affected persons.
- To be available for discussion in regard to disciplinary action taken as a result of a person being under the influence of alcohol and/or any other drugs on site.
- To follow-up persons undertaking rehabilitation to ensure that appropriate resources and supports are made available when requested.
- To encourage a peer support network on site.

48. JURY SERVICE MAKE-UP PAY

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

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

49. STRUCTURED VOCATIONAL TRAINING

- 49.1 The parties to this Agreement recognise that the apprenticeship system of structured vocational training that operates within the Plumbing, Mechanical Services and Medical Gas Industry has been integral to the efficiency and productivity of that industry
- 49.2 The parties are committed to maintaining the integrity of and improving upon the existing system of structured vocational training. In this regard the parties are committed to:-
- (a) Working co-operatively in facilitating the transition from the existing apprenticeship arrangements to the Australian Vocational Training system, which leads directly to an outcome of Cert 3 ; and
 - (b) Ensuring that the trade skills required for the Plumbing, Mechanical Services and Medical Gas industry will continue to be delivered through system of structured vocational training system based on sequential training through an apprenticeship (or equivalent contracts of training) to an outcome of at least Plumbing Tradesperson
- 49.3 To facilitate ongoing structured vocational training the Employer will pay an organisation approved by the CEPU:
- (a) From 1 April 2020 - **\$17.60** per week per employee including apprentices covered by this agreement.
 - (b) From 1 April 2021 - **\$19.65** per week per employee including apprentices covered by this agreement.
 - (c) From 1 April 2022 - **\$25.55** per week per employee including apprentices covered by this agreement.
 - (d) From 1 April 2023 - **\$32.55** per week per employee including apprentices covered by this agreement.

50 ASBESTOS AWARENESS TRAINING

The Employer agrees to schedule an agreed asbestos awareness training course.

- (i) Training will be undertaken within six months of the commencement of this Agreement for each current Employee who has not already participated in the training; and
- (ii) within three months of a new Employee commencing employment.

The course and provider of the training will be agreed with the Consultative Committee.

51 INCREASE TO WAGES – PRODUCTIVITY GAINS

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

- a) From the first full pay period after **1st April 2020**– The rate of pay will be as per Appendix 1,2,3 and 4 – Table 1
- b) From the first full pay period after **1st April 2021** – The rate of pay will be as per Appendix 1,2,3 and 4 – Table 2
- c) From the first full pay period after **1st April 2022** – The rate of pay will be as per Appendix 1,2,3 and 4 – Table 3
- d) From the first full pay period after **1st April 2023** – The rate of pay will be as per Appendix 1,2,3 and 4 – Table 4

52 REGIONAL PROJECTS

Regional projects in NSW Country with a Building contract value in excess of **\$100** million will attract the Wollongong, Central Coast rates of pay. Contract Value will be as per the Cordell's or BCI or alike in determining the value.

Appendix 1 – Lagers & Labourers (36 Hour Divisor)

Appendix 1 Table 1 Rates of pay at the first full pay period after 1st April 2020				
		Sydney/ACT (36 hour div)	Wollongong & Central Coast (36 hour div)	Newcastle & NSW Country areas (36 hour div)
1 st Class Sheet Metal	ph	\$43.58	\$40.02	\$35.68
	pw	\$1568.88	\$1440.72	\$1284.48
2 nd Class Sheet Metal	ph	\$39.17	\$34.43	\$32.05
	pw	\$1429.56	\$1239.48	\$1153.80
Lagger	ph	\$34.43	\$30.59	\$28.41
	pw	\$1239.48	\$1101.24	\$1022.76
General Hand	ph	\$30.23	\$27.03	25.14
	pw	\$1088.28	\$973.08	\$905.04
Travel	pd	\$35	\$35	\$35
Redundancy	pw	\$130	\$115	\$95
Superannuation	pw	9.5%	9.5%	9.5%
LSL	pw	As per LSLC	As per LSLC	As per LSLC
Top-Up W.C	pw	\$15	\$15	\$15
Site Allowance	ph	\$4.20	\$4.20	\$4.20

APPENDIX 1 - RATES OF PAY

APPENDIX 1 TABLE 2

Appendix 1 Table 2 Rates of pay at the first full pay period after 1st April 2021				
		Sydney/ACT (36 hour div)	Wollongong & Central Coast (36 hour div)	Newcastle & NSW Country areas (36 hour div)
1 st Class Sheet Metal	ph	\$45.26	\$41.56	\$37.05
	pw	\$1629.36	\$1496.16	\$1333.80
2 nd Class Sheet Metal	ph	\$40.68	\$35.75	\$33.28
	pw	\$1483.92	\$1287	\$1198.08
Lagger	ph	\$35.75	\$31.77	\$29.50
	pw	\$1287	\$1143.72	\$1062
General Hand	ph	\$31.40	\$28.07	\$26.11
	pw	\$1130.40	\$1010.52	\$939.96
Travel	pd	\$35	\$35	\$35
Redundancy	pw	\$135	\$120	\$100
Superannuation	pw	9.5%	9.5%	9.5%
LSL	pw	As per LSLC	As per LSLC	As per LSLC
Top-Up W.C	pw	\$15	\$15	\$15
Site Allowance	ph	\$4.20	\$4.20	\$4.20

APPENDIX 1 - RATES OF PAY

APPENDIX 1 TABLE 3

Appendix 1 Table 3 Rates of pay at the first full pay period after 1st April 2022				
		Sydney/ACT (36 hour div)	Wollongong & Central Coast (36 hour div)	Newcastle & NSW Country areas (36 hour div)
1 st Class Sheet Metal	ph	\$46.94	\$43.10	\$38.42
	pw	\$1689.84	\$1551.60	\$1383.12
2 nd Class Sheet Metal	ph	\$42.19	\$37.07	\$34.51
	pw	\$1538.28	\$1334.52	\$1242.36
Lagger	ph	\$37.07	\$32.95	\$30.59
	pw	\$1334.52	\$1186.20	\$1101.24
General Hand	ph	\$32.57	\$29.11	\$27.08
	pw	\$1172.52	\$1047.96	\$974.88
Travel	pd	\$35	\$35	\$35
Redundancy	pw	\$140	\$125	\$105
Superannuation	pw	9.5%	9.5%	9.5%
LSL	pw	As per LSLC	As per LSLC	As per LSLC
Top-Up W.C	pw	\$15	\$15	\$15
Site Allowance	ph	\$4.20	\$4.20	\$4.20

APPENDIX 1 - RATES OF PAY

APPENDIX 1 TABLE 4

Appendix 1 Table 4 Rates of pay at the first full pay period after 1st April 2023				
		Sydney/ACT (36 hour div)	Wollongong & Central Coast (36 hour div)	Newcastle & NSW Country areas (36 hour div)
1 st Class Sheet Metal	ph	\$48.62	\$44.64	\$39.79
	pw	\$1750.32	\$1607.04	\$1432.44
2 nd Class Sheet Metal	ph	\$43.70	\$38.39	\$35.74
	pw	\$1592.64	\$1382.04	\$1286.64
Lagger	ph	\$38.39	\$34.13	\$31.68
	pw	\$1382.04	\$1228.68	\$1140.48
General Hand	ph	\$33.74	\$30.15	\$28.05
	pw	\$1214.64	\$1085.40	\$1009.80
Travel	pd	\$35	\$35	\$35
Redundancy	pw	\$145	\$130	\$110
Superannuation	pw	9.5%	9.5%	9.5%
LSL	pw	As per LSLC	As per LSLC	As per LSLC
Top-Up W.C	pw	\$15	\$15	\$15
Site Allowance	ph	\$4.20	\$4.20	\$4.20

APPENDIX 2 - List of Tools

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

APPENDIX 3 - RDO CALENDAR 2021

2021																											
January '21							February '21							March '21							April '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	
31																											
July '21							August '21							September '21							October '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4					1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
November '21							December '21																				
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6										1	2	3	4								
7	8	9	10	11	12	13	5	6	7	8	9	10	11	12	13	14	15	16	17	18	10	11	12	13	14	15	16
14	15	16	17	18	19	20	14	15	16	17	18	19	20	21	22	23	24	25	26	27	17	18	19	20	21	22	23
21	22	23	24	25	26	27	21	22	23	24	25	26	27	28	29	30	31				24	25	26	27	28	29	30
28	29	30					28	29	30												31						



Annual leave (optional)



Flexible RDO



Scheduled RDO

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Designated Long Weekend (Public Holiday and RDO)

APPENDIX 3 - RDO CALENDAR 2022

2022

January '22

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February '22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March '22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April '22

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May '22

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June '22

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July '22

S	M	T	W	T	F	S
31					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

August '22

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September '22

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October '22

S	M	T	W	T	F	S
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

November '22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December '22

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Annual leave (optional)

Flexible RDO

Scheduled RDO

Designated Long Weekend (Public Holiday and RDO)

APPENDIX 3 - RDO CALENDAR 2023

2023

January '23

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '23

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March '23

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April '23

S	M	T	W	T	F	S
30						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

May '23

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June '23

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July '23

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August '23

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September '23

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October '23

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November '23

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December '23

S	M	T	W	T	F	S
31					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Annual leave (optional)

Flexible RDO

Scheduled RDO

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Designated Long Weekend (Public Holiday and RDO

APPENDIX 3 - RDO CALENDAR 2024

2024						
January '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
February '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
March '24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
April '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
May '24						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
June '24						
S	M	T	W	T	F	S
30						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
July '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
August '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
September '24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
October '24						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
November '24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
December '24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



Annual leave (optional)



Flexible RDO



Scheduled RDO

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Designated Long Weekend (Public Holiday and RDO)

SIGNATORY PAGE

For and on behalf of

Name:

Position:

ABN:

Company address:

Signature

Date

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

Signature

Date

Name: Theo Samartzopoulos

Position: NSW State Secretary

Branch address: Shop 1, 111 McEvoy Street
Alexandria NSW 2015

Telephone: (02) 9310-3411

Fax: (02) 9310-1380