



# DECISION

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

**Communications, Electrical, Electronic, Energy, Information, Postal,  
Plumbing and Allied Services Union of Australia**  
(AG2024/1434)

## **UNIFIED FIRE PROTECTION PTY LTD & CEPU NSW/NFIA SPRINKLER FITTING FIRE PROTECTION UNION ENTERPRISE AGREEMENT NSW & ACT 2024-2028**

Fire fighting services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 10 MAY 2024

*Application for approval of the Unified Fire Protection Pty Ltd & CEPU NSW/NFIA Sprinkler Fitting Fire Protection Union Enterprise Agreement NSW & ACT 2024-2028*

[1] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) has made an application for approval of an enterprise agreement known as the *Unified Fire Protection Pty Ltd & CEPU NSW/NFIA Sprinkler Fitting Fire Protection Union Enterprise Agreement NSW & ACT 2024-2028* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval has been met.

[3] The CEPU, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. As required by s 201(2), I note that the Agreement covers the CEPU.

[4] The Agreement was approved on 10 May 2024.



DEPUTY PRESIDENT

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**Unified Fire Protection Pty Ltd & CEPU  
NSW/NFIA Sprinkler Fitting Fire  
Protection Union Enterprise Agreement  
NSW & ACT 2024/2028.**

<u>Clause No.</u>	<u>NAME</u>	<u>Page</u>
<b>PART 1</b>	<b>APPLICATION AND OPERATION</b>	<b>3</b>
<b>1</b>	TITLE	3
<b>2</b>	PARTIES AND PERSONS BOUND	3
<b>3</b>	INTENTIONS OF THE PARTIES	3
<b>4</b>	LODGMET AND DATE OF OPERATION OF AGREEMENT	4
<b>5</b>	NO EXTRA CLAIMS AND INCREASES TO WAGES AND ALLOWANCES	4
<b>6</b>	ANTI DISCRIMINATION	4
<b>7</b>	DEFINITIONS & INTERPRETATIONS	5
<b>8</b>	WORKPLACE FLEXIBILITY	7
<b>9</b>	STATUTORY MATTERS COVERED BY STATE LEGISLATION	8
<b>10</b>	LICENCE AND REGISTRATION	8
<b>11</b>	EMPLOYEE AND EMPLOYER DUTIES	8
<b>12</b>	CONTRACTOR CLAUSE	8
<b>13</b>	EMPLOYEE ENTITLEMENTS AND COMPLIANCE	9
<b>PART 2</b>	<b>CONSULTATION AND DISPUTE RESOLUTION</b>	<b>10</b>
<b>14</b>	CONSULTATION CLAUSE	10
<b>15</b>	CONSULTATIVE MECHANISMS	12
<b>16</b>	DISPUTE RESOLUTION PROCEDURE	14
<b>17</b>	PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS	16
<b>PART 3</b>	<b>TYPES OF EMPLOYMENT AND TERMINATION EMPLOYMENT</b>	<b>19</b>
<b>18</b>	TYPES OF EMPLOYMENT	19
<b>19</b>	SECURITY OF EMPLOYMENT AND CONTRACTORS	20
<b>20</b>	ENGAGEMENT OF SUBCONTRACTORS	21
<b>21</b>	TERMINATION OF EMPLOYMENT	23
<b>22</b>	REDUNDANCY/SEVERANCE	24
<b>23</b>	RETRENCHMENT SELECTION CRITERIA	28
<b>PART 4</b>	<b>REMUNERATION AND PAYMENT OF WAGES</b>	<b>28</b>
<b>24</b>	PAYMENT OF WAGES	28
<b>25</b>	SUPERANNUATION	29
<b>26</b>	TOP-UP WORKERS COMPENSATION/24 HOUR ACCIDENT COVER & SICKNESS INSURANCE	31
<b>27</b>	TIME RECORDS	31
<b>28</b>	INDUCTIONS	32
<b>PART 5</b>	<b>APPRENTICES</b>	<b>32</b>
<b>29</b>	GENERAL	32
<b>PART 6</b>	<b>HOURS OF WORK AND RELATED MATTERS</b>	<b>37</b>
<b>30</b>	36 HOUR WEEK AND ROSTERED DAYS OFF	37
<b>31</b>	HOURS OF WORK	39
<b>32</b>	OVERTIME CONSTRUCTION ONLY	40

<b>33</b>	<b>WEEKEND WORK</b>	<b>41</b>
<b>34</b>	<b>NIGHT SHIFT</b>	<b>42</b>
<b>35</b>	<b>PUBLIC HOLIDAY AND SUNDAY WORK</b>	<b>43</b>
<b>36</b>	<b>PICNIC DAY</b>	<b>44</b>
<b>37</b>	<b>PROTECTIVE CLOTHING</b>	<b>44</b>
<b>38</b>	<b>SERVICE WORK</b>	<b>44</b>
<b>39</b>	<b>SMOKING</b>	<b>45</b>
<b>40</b>	<b>WORK BREAKS</b>	<b>46</b>
<b>41</b>	<b>INCLEMENT WEATHER</b>	<b>46</b>
<b>42</b>	<b>MIXED FUNCTIONS</b>	<b>47</b>
<b>PART 7</b>	<b>ALLOWANCES</b>	<b>47</b>
<b>43</b>	<b>TRAVEL ALLOWANCE</b>	<b>47</b>
<b>44</b>	<b>SITE ALLOWANCE</b>	<b>48</b>
<b>45</b>	<b>OTHER ALLOWANCES</b>	<b>49</b>
<b>46</b>	<b>LIVING AWAY FROM HOME ALLOWANCE (DISTANT WORK)</b>	<b>50</b>
<b>47</b>	<b>CHARGE HANDS</b>	<b>53</b>
<b>48</b>	<b>SPECIAL WORKING CONDITIONS</b>	<b>54</b>
<b>49</b>	<b>AGREEMENT AWARENESS COURSE</b>	<b>54</b>
<b>50</b>	<b>UNDERGROUND INFRASTRUCTURE ALLOWANCE</b>	<b>55</b>
<b>PART 8</b>	<b>LEAVE</b>	<b>55</b>
<b>51</b>	<b>PERSONAL / CARER'S LEAVE / SICK LEAVE</b>	<b>55</b>
<b>52</b>	<b>PARENTAL LEAVE</b>	<b>55</b>
<b>53</b>	<b>COMPASSIONATE LEAVE</b>	<b>56</b>
<b>54</b>	<b>FAMILY AND DOMESTIC VIOLENCE LEAVE</b>	<b>56</b>
<b>55</b>	<b>JURY SERVICE &amp; COMMUNITY SERVICE LEAVE</b>	<b>57</b>
<b>56</b>	<b>ANNUAL LEAVE</b>	<b>57</b>
<b>PART 9</b>	<b>MISCELLANEOUS</b>	<b>58</b>
<b>57</b>	<b>HEAT POLICY</b>	<b>58</b>
<b>58</b>	<b>STRUCTURED VOCATIONAL TRAINING</b>	<b>60</b>
<b>59</b>	<b>ASBESTOS AWARENESS TRAINING</b>	<b>61</b>
<b>60</b>	<b>BUILDING LEVY</b>	<b>61</b>
<b>61</b>	<b>SEVERABILITY</b>	<b>62</b>
<b>62</b>	<b>TRADE UNION RIGHTS AND REPRESENTATION</b>	<b>62</b>
<b>63</b>	<b>HEALTH AND SAFETY REPRESENTATIVES</b>	<b>63</b>
<b>64</b>	<b>TOOLS</b>	<b>64</b>
<b>APPENDIX A</b>	<b>Rates Of Pay</b>	<b>65-66</b>
<b>APPENDIX A</b>	<b>APPRENTICES Rates of Pay</b>	<b>67-70</b>
<b>APPENDIX B</b>	<b>RATES SCHEDULE</b>	<b>71</b>
<b>APPENDIX C</b>	<b>CHART OF ENTITLEMENT – YES/NO</b>	<b>71</b>
<b>APPENDIX D</b>	<b>RDO CALENDARS 2024,2025,2026,2027</b>	<b>72-75</b>
	<b>SIGNATORIES</b>	<b>76</b>

## **1. TITLE**

- 1.1 This Agreement will be known as the Unified Fire Protection Pty Ltd & *CEPU NSW/NFIA Sprinkler Fitting Fire Protection Union Enterprise Agreement NSW & ACT 2024-2028*.

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

- 2.1 This Agreement will be binding upon each of the following:

- (a) Unified Fire Protection Pty Ltd ("**Employer**") in respect of persons engaged in NSW and the ACT employed in connection with the preparing, erecting, fitting, fixing, altering, testing, overhauling or repairing of apparatus, pipes and/or fittings in+ and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems.
- (b) Persons employed by the Employer in NSW and the ACT in connection with the preparing, erecting, fitting, fixing, altering, testing, overhauling, or repairing of apparatus, pipes and/or fittings in and/or outside of buildings, ships, or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems ("**Employees**").
- (c) The Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia ("**CEPU**"). This Agreement recognises the CEPU – Plumbing Division NSW Branch as a legitimate representative of the Employees covered by this Agreement.

## **3. INTENTIONS OF THE PARTIES**

- 3.1 The intentions of the parties in reaching this Agreement are to:

- (a) Provide for an efficient, progressive, and prosperous fire protection industry for the benefit of the Employer and its Employees;
- (b) Improve job satisfaction and continuity of employment for workers;
- (c) Create a co-operative and productive industrial relations environment;
- (d) Maintain a safe working environment;
- (e) Ensure the integrity of structured training consistent with national competency standards;  
and
- (f) Maintain a stable and skilled workforce.

#### **4. LODGEMENT AND DATE OF OPERATION OF AGREEMENT**

- 4.1 This Agreement will be lodged in accordance with the Fair Work Act 2009 as an Enterprise Agreement.
- 4.2 This Agreement will come into operation seven days after the date of certification and remain in effect until the 29<sup>th</sup> of February 2028.
- 4.3 The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.
- 4.4 The NES and this Agreement combine to contain the minimum conditions of employment for Employees covered by this Agreement. This Agreement does not intend to contradict the National Employment Standards (NES). Where there is a conflict between the terms of this Agreement and those statutory obligations contained in the NES, the NES shall take precedence to the extent of the conflict.

#### **5. NO EXTRA CLAIMS AND INCREASES TO WAGES AND ALLOWANCES**

- 5.1 In recognition of the productivity measures identified herein, the following payments will be available to all Employees covered by this Agreement:
  - (a) The rates of pay and allowances as provided in Appendix A and Appendix B and other benefits including annual leave, public holidays, personal leave, hours of work and overtime subject to the terms and conditions outlined in this Agreement;
  - (b) The parties accept that this Agreement is in full and final settlement of all wages, terms, and conditions claims. There will be no further claims on any matter; and
  - (c) Increases in wages will be from first full pay period after the 1<sup>st</sup> of March 2024 or as provided for under this Agreement.
- 5.2 Where an Employee would have been entitled to an increase under this Agreement prior to the date of lodgement had this Agreement been in operation at that time, a payment of an amount equivalent to the difference between what the Employee was paid and what the Employee would have been entitled to under this Agreement will be made in the first pay period after the date of lodgement.
- 5.3 No Employee will be disadvantaged by the introduction of this Agreement.

#### **6. ANTI-DISCRIMINATION**

- 6.1 It is the intention of the Employer to achieve the principal object in s.3(e) of the *Fair Work Act 2009* (Cth) (FW Act or the Act) through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

6.2 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.

6.3 Nothing in clause 6 is to be taken to affect:

- (a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (b) An Employee, Employer, or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by applications to the Human Rights and Equal Opportunity Commission; or
- (c) Any statutory or regulatory exemptions.

## **7. DEFINITIONS AND INTERPRETATIONS**

7.1 For the purpose of this Agreement unless the contrary intention appears:

- (a) **NSW** means the State of New South Wales.
- (b) **ACT** means the Australian Capital Territory.
- (c) **The Act** means the *Fair Work Act 2009 (Cth)*.
- (d) **FWA** means Fair Work Australia.
- (e) **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.
- (f) **Sprinkler fitter / fire protection worker** means a fitter/worker who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.
- (g) **Industry disability allowance** means an allowance incorporated in the base hourly rate to compensate for the following disabilities associated with construction work on-site:
  - i. Climatic condition when working in the open on all types of work;
  - ii. The physical disadvantage of having to climb stairs or ladders;
  - iii. The disability of dust blowing in the wind, brick dust, or drippings from concrete;
  - iv. Sloppy and muddy conditions associated with the initial stages of the erection of a building;

- v. The disability of work on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or a bosun's chair;
  - vi. The lack of usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers);
  - vii. Handling insulation material;
  - viii. Use of explosive powered tools;
  - ix. Using toxic substances, or working in close proximity to others working with toxic substances; and/or
  - x. Use of pressure oxy-acetylene or electric welding equipment or pressure oxy-acetylene cutting equipment except where qualifications exceeding those involved in the trade certificate involved in Sprinkler Fitting / Fire Protection are required.
- (h) **Space, height and dirt money** means an allowance incorporated in the base hourly rate to sprinkler fitter's / fire protection workers engaged onsite to compensate for the following class of work whether or not such work is performed in any week: -
- i. Work requiring a swing scaffold, swing seat, or rope, or on any ladder exceeding 7.6m in height;
  - ii. Flushing, cleaning, commissioning and servicing of fire protection systems;
  - iii. Work in any confined space;
    - 1. Work in wet places; and/or
    - 2. Dirty or offensive work.
- (i) **Redundancy** means a situation where an Employee ceases to be employed by the Employer, other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning.
- (j) **Service work** means the repair, overhaul and/or alteration of operative fire protection systems involving the daily reinstatement of such systems to normal operating level.
- (k) **Service fitter** means an Employee engaged in service work.
- (l) **Shiftworkers** The definition of a shift worker will be as per the Plumbing and Fire Sprinklers Award 2020.
- (m) **Construction work** means erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures.
- (n) **Construction fitter** means an Employee engaged in construction work.
- (o) **Union** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU).
- (p) **Contracting firm** is the Employer party to this Agreement.



- (q) **Subcontracting firm** means a company engaged by the contracting firm to provide labour, and possibly materials, plant, and tools.
- (r) **NFIA** means the National Fire Industry Association of Australia.

## **8. WORKPLACE FLEXIBILITY**

8.1 An Employer and Employees covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the Agreement deals with 1 or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances;
- (e) leave loading; and

The arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and the arrangement is genuinely agreed to by the Employer and Employee.

8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

8.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - o the terms of the enterprise Agreement that will be varied by the arrangement; and
  - o how the arrangement will vary the effect of the terms; and
  - o how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - o states the day on which the arrangement commences.

8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or;
- (b) if the Employer and Employee agree in writing - at any time

## **9. 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 FW Act, 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 Employer and Employees bound by this Agreement:

- (a) Long Service leave Act 1955
- (b) Long service leave (portable schemes) Act 2009
- (c) Building and Construction Industry Long Service Payments Act 1986
- (d) Workplace Injury Management and Compensation Act 1998; and
- (e) 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 their employment.

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

## **10. LICENCE AND REGISTRATION**

All wet charged fire protection is to be carried out by registered sprinkler fitters and the employer is required to have a contractor's licence with the Office of Fair Trading in NSW. Competencies in fire protection must be completed.

## **11. 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. Any direction issued by an Employer will be consistent with the Employer's and Employee's responsibilities to provide a safe and healthy working environment.

## **12. AUDITORS CLAUSE**

The Union may direct that the Company undertake an annual audit of the Company's compliance with this Agreement. This audit will be conducted by Stannards Accountants and Advisors Pty Ltd (Stannards), or an alternative auditor as agreed between the Company and the Union.

The Company will provide a copy of the annual audit report to the Union within five (5) business days of receipt. All information provided in the annual audit report must be provided in a manner consistent with the *Privacy Act 1988*. The following information may be redacted from the report before it is provided to the Union:

- Sensitive information (within the meaning of the *Privacy Act 1988*); and
- Commercial in confidence.

All costs associated with each audit are payable by the Company, up to a maximum of \$2,000 (inclusive of any applicable taxes), per annum.

Where evidence exists of continuing non-compliance or significant breaches of this Agreement by the Company, the Union may request a report which details all outstanding entitlements.

If the Company is identified paying 'all-in' rates, it will correct any overall underpayment which has occurred as a result. An 'all-in' rate means a payment in lieu of one or more entitlements and levies of this Agreement. In determining whether an underpayment has occurred, the Company may set off any remuneration and benefits which the Employee has received against any underpayment claim.

Where there is non-compliance or outstanding employee entitlements, the Company agrees that it will immediately rectify the non-compliance or outstanding employee entitlements and provide the Union with evidence of rectification and/or payment of outstanding entitlements, within 14 days. If the Company does not take steps to rectify the non-compliance within the 14 days, the Company will incur a penalty for each non-compliance at double (x2) the penalty unit amount prescribed by the ATO, for tax obligation infringements. Payment of penalties pursuant to this clause are to be paid directly to the effected employee(s).

Failure to comply with the requirements of this clause may result in the in the Union lodging a dispute with the FWC in accordance with the dispute resolution clause (Clause 16) contained in this Agreement, provided that nothing in this clause prevents a party from applying to a court for orders in relation to contraventions of civil remedy or penalty provisions.

### **13. EMPLOYEE ENTITLEMENTS AND COMPLIANCE**

The Company shall take reasonable steps to ensure that all its Employees and sub-contractors covered by this Agreement are registered with the relevant industry schemes as listed in this agreement for Redundancy, Superannuation, Long Service Leave Payments, and Group Top up Insurance.

The Company must complete the compliance notification form and provide it via email to the Union on the 1st of February, 1st of May, 1st of August and 1st of November each year of this Agreement. Where any of the above dates fall on a weekend or public holiday the Company must provide the compliance notification form on the next working day.

It is acknowledged that information confirming compliance (i.e., registration and contribution status) will be provided by the industry scheme/s to the parties on request, provided that any individual who does not want their information confirming compliance to be made available to the parties, has formally advised the Company in writing and the Company must advise the industry scheme/s of this request.

It is a specific requirement that the Company shall take reasonable steps to ensure that all payments and/or paperwork and that of the sub-contractor covered by this Agreement to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.

When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Company's compliance with payments and/or registration with the

abovementioned funds or schemes, the Company shall provide to the Employee, or their representative if requested in writing by the Employee, all relevant information to assist in resolving any concerns. The following information may be redacted:

- Sensitive information (within the meaning of the *Privacy Act 1988*); and
- Commercial in confidence.

If a person covered by this Agreement or a sub-contractor covered by this Agreement has a genuine and reasonable belief that the Company has failed to comply with its obligations the following process will apply:

- the person or their representative must notify the Company in writing of the alleged non-compliance and what must be done to remedy it; and
- the parties must consult in good faith in an effort to resolve the matter.

## PART 2 CONSULTATION AND DISPUTE RESOLUTION

### **14. CONSULTATION CLAUSE**

14.1 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*

14.2 For a major change referred to in paragraph 14.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 14.3 to 14.9 apply.

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

14.4 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.

14.5 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.

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

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

14.8 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 14.2(a) and subclauses 14.3 and 14.5 are taken not to apply.

14.9 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
- (a) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

14.10 For a change referred to in paragraph 14.1(b):

- (a) the employer must notify the relevant employees of the proposed change;
- and
- (b) subclauses 14.11 to 14.15 apply.

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

14.12 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.

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

- (a) discuss with the relevant employees the introduction of the change;
- (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).

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

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

14.16 In this term:

*relevant employees means the employees who may be affected by a change referred to in subclause 14.1.*

## **15. CONSULTATIVE MECHANISMS**

15.1 A Company Consultative Committee (CCC) will implement this Agreement where more than 15 Employees are covered by this Agreement.

15.2 The CCC will:

- (a) Consist of equal numbers of internal management and Employee representatives who are elected from the workforce;
- (b) Meet as required but not less than every three months; and
- (c) Form a constitution and deliberate on matters affecting the staffing requirements and workplace policies of the company. Disputes regarding the functioning of the CCC and its decisions will be resolved via the dispute resolution provision of this Agreement.

- 15.3 Meetings of the CCC may be convened at the request of either the management or the Employee representatives
- 15.4 Where no CCC is established, appropriate consultative mechanisms will be established by Agreement between the Employer and Employees representatives.
- 15.5 Any matter arising as a result of the introduction of this Agreement will be implemented by way of a CCC consisting of equal numbers of management and employee representatives, up to 3 each. The CCC shall meet as required with additional meetings being convened at the request of either party.

#### **CONSULTATION ON MAJOR PROJECTS**

- 15.6 Upon notification of successful tenders on a Building and Construction Project or Infrastructure Construction Project where the total project value is over \$100 million, the Company must provide the following information in writing to the Union:
- i. job location;
  - ii. estimated duration;
  - iii. start date;
  - iv. type of work;
  - v. estimated workforce;
  - vi. the number of estimated apprentices engaged on the Project; and
  - vii. the name of the principal contractor on the job.

#### **CONSULTATION AND INDUSTRIAL RELATIONS ON INFRASTRUCTURE PROJECTS AND MAJOR BUILDING & CONSTRUCTION PROJECTS**

- 15.6 For the purposes of this clause, 'major building and construction infrastructure project' means building and construction projects with a total construction value which exceeds \$250 million dollars.
- 15.7 With respect to work performed on infrastructure projects or major building and construction projects, all persons covered by the Agreement acknowledge the importance of working together, in a manner consistent with the terms of the Agreement, to try to reach agreement on matters which may otherwise give rise to industrial disputation. Accordingly, when the Company is to begin work on an infrastructure project or major building and construction project, the Company shall consult with the employees in accordance with this clause.
- 15.8 In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work. If for any reason this does not occur, or if the Company has less than 14 days' notice of the need to commence work, consultation will occur as soon as reasonably practicable - and in any case not more than 14 days after the commencement of the work.
- 15.9 For the purposes of this clause, consultation means genuine and meaningful discussions where the Company must seriously consider the positions put forward by the workforce.

- 15.10 The Company will consult on the following matters, insofar as they relate to the manner in which work will be conducted on the project within the framework of the Company:
- i. the employment of apprentices;
  - ii. conditions of employment on site;
  - iii. diversity in employment;
  - iv. the consideration of employment of local labour for work in regional areas;
  - v. the consideration of employment of persons with appropriate skills and experience to carry out the duties of Union Delegate and Health & Safety Representative on a particular major construction project and within the context of the Company's business and their expectations; and
  - vi. site amenities.
- 15.11 For clarity, nothing in this clause shall operate to:
- i. remove the right of an employee to choose their own representative;
  - ii. impact the provisions of the Work Health and Safety Act, including those dealing with the election of Health and Safety Representatives; or
  - iii. impact an employee's right to be, or not be, a member of an industrial association.
- 15.12 These matters shall be communicated to the employees prior to consultation occurring in accordance with this clause.
- 15.13 Should a dispute arise with respect to this clause, including any of the above matters, it shall be dealt with in accordance with the disputes settlement procedure of this Agreement.

## **16. DISPUTES RESOLUTION PROCEDURE**

- 16.1 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.
- 16.2 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.

16.5 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.

#### 16.6 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.

#### **16.7 FORMAL DETERMINATION**

If the matter(s) in dispute remain unresolved the FWC may make a formal determination.

- (a) The parties agree to abide by the determination.
- (b) An Employee/s may be represented for the purposes of a formal determination procedure by the Fair Work Commission.
- (c) 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.
- (d) The FWC can make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.
- (e) 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.

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

16.9 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.

### **17. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS**

This procedure shall be followed in good faith and without unreasonable delay. If an issue is not settled by observance of this procedure, or if the procedure is disregarded by either party, the matter will be dealt with in accordance with Clause 17 – Disputes Resolution procedure of this Agreement. Nothing in this Agreement shall take precedence over the WHS Act.

### **Parties To The Resolution Of Issues**

- 17.1 The employer must nominate management representatives who are responsible for dealing with specified health and safety issues, and must, so far as is practicable: -
- notify the employees of the nominations in the manner that is, and in the languages that are, appropriate; and
  - notify in writing the health and safety committee of the nominations.
- 17.2 At any stage in the resolution of an issue, any party may call in the employee / employer representative or advisor to assist the parties to resolve the issue. If the person invited to assist the parties is a building association official that building association official must personally hold a valid right of entry permit under the FW Act to enter premises where construction work is performed.

### **Procedure For Reporting Issues**

- 17.3 If an employee wishes to raise a health and safety issue in a workplace, that employee must report it to the health and safety representative or the employer's supervisor. If the health and safety representative is not able to be contacted, an employee wishing to raise a health and safety issue in a workplace, must report it to the employer's safety supervisor or another employer representative. An employee may take all steps that are necessary, including leaving the employee's part of the workplace, to report an issue. If the employer identifies a health and safety issue it may report it to the health and safety representative.

### **Procedure For Resolving Issues**

- 17.4 As soon as possible after an issue has been reported, the employer's safety supervisor or another management representative and the health and safety representative must meet and try to resolve the issue.

The resolution of the relevant issue must take into account any of the following factors that may be relevant:

- whether the hazard or risk can be isolated;
- the number and location of employees affected by it;
- whether appropriate temporary measures are possible or desirable;
- whether environmental monitoring is desirable;
- the time that may elapse before the hazard or risk is permanently corrected;
- who is responsible for performing and overseeing the removal of the hazard or risk.

If any party involved in the resolution of the issue requests, the details of the issue and all matters relating to its resolution must be set out in writing by the employer to the satisfaction of all parties. As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected employees in an appropriate manner.

### **Direction To Cease Work**

If:-

- an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an employer; and
- the issue concerns work which involves an immediate threat to the health or safety of any person; and
- given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in Clause 17.3 of this Agreement;

the employer or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease. During any period for which work has ceased in accordance with such a direction, the employer may assign any employees whose work is affected to suitable alternative work.

### **Inspector May Be Requested To Attend Workplace**

17.5 If an issue is not resolved under Clause 17.3 of this Agreement, within a reasonable time, or an issue is the subject of a direction under Clause 17.11 of this Agreement that work is to cease, any of the parties attempting to resolve the issue may ask the relevant health and safety authority to arrange for an inspector to attend at the workplace as soon as practicable to enquire into the issue.

17.6 If: -

(a) the inspector issues a prohibition notice; or

(b) otherwise determines that there was reasonable cause for employees to be concerned for their health or safety,

an employee who, as a result of the issue arising, does not work for any period pending its resolution but would otherwise be entitled to be paid for that period continues to be entitled to be paid for that period if relocation is not available.

### **17.7 Rectification Of Safety Hazard**

Where, because of the existence of a safety hazard, a site has been stopped for a defined period of time and employees sent off site by agreement between Site Managers and any combination of Employee Representative/s, Health and Safety Committee, those people who remain on site to do rectification work will be paid at the rate of double time for all such work.

This would not be applicable on normal housekeeping work or where a section of the site has been declared unsafe and normal rectification occurs whilst the remainder of the site carries on working. It is agreed that any 'housekeeping' work performed on projects is to be paid at single time rate.

## **PART 3: TYPES OF EMPLOYMENT AND TERMINATION**

### **EMPLOYMENT**

#### **18. TYPES OF EMPLOYMENT**

##### **18.1 WEEKLY EMPLOYMENT**

- (a) Except as provided in 18.2, employment will be by the week. Any Employee not specifically engaged as a casual Employee will be deemed to be employed by the week.

##### **18.2 CASUAL EMPLOYMENT**

- (a) 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 A, and all relevant allowances prescribed in Appendix A and Appendix B, 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, 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 18.2(a)iii, on receiving notice under clause 18.2(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 18.2(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.

## **19. SECURITY OF EMPLOYMENT AND CONTRACTORS**

### **19.1 SECURITY OF EMPLOYMENT ARRANGEMENTS**

- a) The Company is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the company. Subject to the terms of this agreement, full-time direct and ongoing employment is a guiding principle of this agreement.
- b) The parties agree that the Employer needs to be able to source additional labour by engaging subcontractor firms and/or supplementary labour from time to time
- c) The parties agree that it is important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes WHS and equal opportunity principles and practises in the workplace and appropriate representation of employees should they request. The company will ensure that its employment practises are consistent with the above principles and practices.

### **19.2 Contractors**

All subcontract firms and supplementary labour will be engaged according to the following terms:

- a) All Employees of the subcontract firm engaged on the project will be registered or apprenticed sprinkler fitters.
- b) The subcontract firm will have its own safe work method statements and WHS plans.
- c) The subcontract firm will have all appropriate licenses and will hold current public liability and worker's compensation insurances.
- d) Builders will be notified that the subcontract firm has been engaged and all Employees of the subcontract firm will be inducted under their company name.

### 19.3 Consultation

- a) Where the Company makes a definite decision that it intends to engage a third party to perform work covered by this agreement, (which would ordinarily be undertaken by the employees), the company shall consult with the employees, in accordance with this clause.
- b) In the normal course it is expected that consultation will occur within the 14 days leading up to the commencement of work by the Third Party. If for any reason this does not occur, or if the company has less than 14 days' notice of the need to commence the work, consultation will occur as soon as reasonably practicable, and in any case, not more than 14 days after the Third Party commences work.
- c) At the consultation, the Company must advise in writing:
  - I. The name of the Third Party
  - II. The type of work proposed to be given to the Third Party
  - III. The likely duration
- d) At any time, upon written request of an employee representative, the company shall provide the above details in writing in respect of any Third Parties the company is using at the time of the request.
- e) At the consultation, the company must consult over the following issues:
  - I. Safety, and
  - II. Facilities for the Third Party
- f) Third Party means:
  - I. A licensed Fire Protection Contractor which utilises registered first class or apprenticed sprinkler fitters.
  - II. Any other person or entity who/which is not a direct employee of the Company, which will do, or does work, that would be covered by this Agreement if it was performed by the Employees.
- g) For the purposes of this clause, a Third Party excludes specialist work and other works that the company is required to perform with employees covered by this Agreement.

## **20. ENGAGEMENT OF SUBCONTRACTORS**

The employer and employees recognise the employer's obligation to maintain a stable workforce and to cater for variances in workload.

It is recognised that the employer needs to be able to source additional labour by engaging bona fide businesses, following consultation with the parties of the agreement.

All subcontract firms would be engaged according to each of the following terms:-

- The employer shall only engage subcontractors and employees of subcontractors to do work that would be covered by this Agreement if it was performed by the employees, who apply wages and conditions that are no less favourable than that provided for in this agreement. This will not apply where the Employer is contractually obliged by the head contractor/client to engage a specific nominated subcontractor to do specialist work. This only applies for work that would be covered by this Agreement if it was performed by Employees covered by this Agreement.
- This clause does not apply in respect of specialist subcontractors engaged by the Employer where the provisions of clause 8.3(a) are met. However, this exclusion will not be effective if the specialist subcontractor further sub-contracts any portions of the works for which it has been contracted by the Employer, unless otherwise agreed by the Employer and the Union.

The Employer will not contravene the Sham Contracting Provisions of the Act and this Agreement:

Where the Employer makes a definite decision that it intends to engage a 3<sup>rd</sup> party to perform work covered by the Agreement, the employer shall notify the relevant delegate and the Union within a reasonable time.

- All employees of subcontract firms will be direct employees of the subcontract firm.
- All employees of the subcontract firm engaged will be registered Tradespeople or Apprenticed.
- The subcontract firm will have its own safe work method statements and WHS plans.
- The subcontract firm will have all appropriate licences and will hold current public liability and workers compensation insurances.
- Builders will be notified that the subcontract firm has been engaged and all employees of the subcontract firm will be inducted under their company name.
- Likely duration of this engagement
- Type of work proposed to be performed
- Subcontract firms must be allowed to complete their work. However, no other work on that project, which could otherwise be performed by direct employees of the Company, will be subcontracted if redundancies of Employees on that project who could otherwise perform that work are taking place.

Supplementary Labour:

- is not to replace direct labour which is employed and subsequently terminated.
- is not to be used to eliminate or erode the employment opportunities of direct labour of the employer.

The Employer will ensure that Supplementary Labour receives no less than the EBA rates and conditions of this agreement that would apply to them if they were Employees directly employed by the employer, undertaking work covered by this agreement:

All Sub-Contract firms would be engaged according to each of the following terms:



- All employees of subcontract firms will be direct employees of the subcontract firm.
- All employees of the subcontract firm engaged will be registered Tradespeople or apprenticed.
- The subcontract firm will have its own safe work method statements and WHS plans.
- The subcontract firm will have all appropriate licences and will hold current public liability and workers compensation insurances.
- Builders will be notified that the subcontract firm has been engaged and all employees of the subcontract firm will be inducted under their company name.
- Likely duration of this engagement
- Type of work proposed to be performed

Supplementary labour must be allowed to complete their work. However, no other work on that project, which could otherwise be performed by direct employees of the Company, will be contracted to supplementary labour if redundancies of Employees on that project who could otherwise perform that work by the employer are taking place.

The Union may reasonably request the Employer to, where reasonably and lawfully possible and where it does not cause undue cost or harm to the employer, undertake reasonable steps to provide the Union with:

- Details of entitlements accrued and paid in accordance with this Agreement
- Current Certificate of Registration
- Details of Contributions to Cbus Scheme
- Details of Contributions to Plumbing and Pipe Trades and Entitlement Fund
- Details of Licensing and Registration
- Details of Contributions to the Training Levy and Building Levy
- Compliance with the Agreement Awareness Course

## **21. TERMINATION OF EMPLOYMENT**

### **21.1 NOTICE OF TERMINATION**

- (a) In order to terminate the employment of an Employee the Employer must give to the Employee the following notice:

<b>Employee's period of continuous service with the Employer</b>	<b>Period of notice</b>
Not more than 1 year	At least 1 Week
More than 1 year but not more than 3 years	At least 2 Weeks
More than 3 years but not more than 5 years	At least 3 Weeks
More than 5 years	At least 4 Weeks

- (b) In addition to the notice in clause 21.1(a), Employees over 45 years of age at the time of the giving of the notice with not less than two years' service are entitled to an additional week's notice.

- (c) Payment in lieu of the notice prescribed in clauses 21.1(a) and clause 21.1(b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the wages an Employee would have received in respect of the ordinary time he/she would have worked during the period of notice, had their employment not be terminated, must be used.
- (e) The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual Employees.

## **21.2 NOTICE OF TERMINATION BY THE EMPLOYEE**

- (a) The notice of termination required to be given by an Employee must be one week's notice or payment in lieu of the notice if the notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the balance.
- (b) If an Employee fails to give notice the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

## **21.3 STATEMENT OF EMPLOYMENT**

- (a) The Employer will, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the Employee.

## **21.4 STANDING DOWN OF EMPLOYEES**

- (a) Notwithstanding anything elsewhere contained in this clause the Employer will have the right to deduct payment for any day the Employee cannot be usefully employed because of any strike or any stoppage of work by any cause.

# **22. REDUNDANCY/SEVERANCE**

## **22.1 The Employer will:**

- 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 enroll to become a member and will enroll 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 enroll 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 20.9 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.

22.2 The amount of the contribution by the Employer per Employee (who is not an apprentice) working in building and construction will be as per the table below:

From 1 <sup>st</sup> March 2024	\$145
From 1 <sup>st</sup> March 2025	\$150
From 1 <sup>st</sup> March 2026	\$155
From 1 <sup>st</sup> March 2027	\$160

The amount of the contribution by the Employer per Employee working in service and/or other areas who receive all RDOs in accordance with Clause 23 will also be as per the above table per week.

- 22.3 The amount of the contribution by the Employer per week per Employee (who is not an apprentice) working in service and/or other areas who work a 38 hour week and therefore accrue 13 RDOs per year in lieu of 26 RDO's will be:

	Registered 1 <sup>st</sup> Class	Unregistered 1 <sup>st</sup> Class
From 1 <sup>st</sup> March 2024	\$251.58	\$245.72
From 1 <sup>st</sup> March 2025	\$262.96	\$256.76
From 1 <sup>st</sup> March 2026	\$274.74	\$267.96
From 1 <sup>st</sup> March 2027	\$288.14	\$281.08

Note that this additional payment is to compensate the Employee for forgoing 13 of the 26 RDOs due under Clause 23.

- 22.4 For the purpose of meeting its obligations under this clause the Employer will make the contributions set out in clause 22.2 and 22.3 above on a monthly basis in respect of each Employee covered by this Agreement to the Scheme.
- 22.5 Contributions paid by the Employer under this clause will be paid in accordance with the requirements of the Scheme's trust deed.
- 22.6 Upon termination the Employee will, depending on the Scheme's trust deed, be paid directly by the Scheme.
- 22.7 The amount of the contribution by the Employer per week for each Apprentice employed by the Employer after lodgement of this Agreement will be as follows:-

Classification	1 March 2024	1 March 2025	1 March 2026	1 March 2027
1 <sup>st</sup> & 2 <sup>nd</sup> Year Apprentices	\$4	\$6.50	\$9	\$11.50
3 <sup>rd</sup> & 4 <sup>th</sup> Year Apprentices	\$23.40	\$28.40	\$33.40	\$38.40

## 22.8 DEFINITION

- (a) Redundancy means a situation where an Employee ceases to be employed by the Employer, other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning.

## 22.9 REDUNDANCY PAY

- (a) A redundant Employee will receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this Agreement) with his/her Employer provided that any service prior to 25 September 1990 will not be counted as service unless the Employee is made redundant by the Employer:

(b)

Period of Continuous Service with an Employer	Redundancy/Severance Pay
Less than 1 year	Nil
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

- (c) Weeks' pay means the ordinary time rate of pay at the time of termination for the Employee concerned.
- (d) The Employer's liability for redundancy/severance pay as per clause 22.9 will be set off against the liability of the Employer under clause 22.2, and the Employee will receive the Fund/Scheme Payment or the Redundancy/Severance Pay Entitlement (as per clause 22.9), whichever is the greater, but not both.
- (e) 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.

#### 22.10 CASUALS AND APPRENTICES

- (a) Any period of service as a casual will not entitle an Employee to accrue service in accordance with this clause for that period.
- (b) 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 twelve months.

#### 22.11 EMPLOYEE LEAVING DURING NOTICE PERIOD

- (a) An Employee whose employment is to be terminated in accordance with this clause may terminate his/her employment during the period of notice and if this occurs, will be entitled to the provisions of clause 22.9 as if the Employee remains with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

## **23. RETRENCHMENT SELECTION CRITERIA**

- 23 To meet the needs of restructuring principles, the criteria for selection must take into consideration the following:
- (a) The special needs of the type of work the Employer may tender;
  - (b) Ability, special skills and experience;
  - (c) Self-motivation, productivity, and ability to work without supervision;
  - (d) Attendance and punctuality;
  - (e) Adherence to safety procedures;
  - (f) Seniority;
  - (g) Reliability; and
  - (h) Performance and discipline records kept for each Employee.

## **PART 4 REMUNERATION AND PAYMENT OF WAGES**

### **24. PAYMENT OF WAGES**

- 24.1 EFT will be used for payment of wages to Employees covered by this Agreement.
- 24.2 All wages and/or additional entitlements due to an Employee shall be paid no later than Thursday each week and no more than two days' pay may be kept in hand. Provided that when the usual pay day is an observed holiday, such Employee shall receive the amount due to him/her no later than normal ceasing time on the working day immediately preceding such holiday.
- 24.3 Upon termination of the employment wages due to an Employee shall be paid to him/her within a reasonable time period. Where an Employer fails to pay all due wages within 3 days of termination, an Employee is entitled to waiting time for each day kept waiting, up to the equivalent of one week's pay.
- 24.4 An Employee kept waiting for his/her wages on pay day for more than a quarter of an hour after usual time for ceasing work shall be paid at overtime rates after than quarter of an hour, with a minimum of one hour. Provided where the Employer has made all reasonable endeavours to ensure payroll delivery on time and the payment is delayed due to industrial dispute or hold-up, or banking error on the part of the bank, or technical failure of internet connections beyond the control of the Employer then provisions of this subclause shall not apply.
- 24.5 Payroll deductions may be provided by the Employer subject to the Employee providing the Employer with a letter of authority to do so.
- 24.6 Particulars of details of payment to each Employee will be included on the envelope holding the payment, or in a statement handed to the Employee at the time such payment is made and will contain the following information:

- (a) Date of payment;
- (b) Period covered by such payment;
- (c) The amount of wages paid for work at ordinary rates;
- (d) The gross amount of wages and allowances paid;
- (e) The amount of each deduction made and the nature thereof; and
- (f) The net amount of wages and allowances paid.

24.7 In addition, the following details will also be included in the statement when such payments and benefits apply:

- (a) The number of hours paid at overtime rates and the amount paid therefore;
- (b) The amount of allowances or special rates paid and the nature thereof;
- (c) Annual holiday payments;
- (d) Payment on termination, including payment for annual leave, rostered day off accumulation, and public holidays;
- (e) The Employer and Employees building superannuation number; and
- (f) The amount of any other payments made to the Employee under this Agreement.

24.8 The Employee agrees to reimburse the Company for any overpayment of wages proven to be made to the Employee in error by the Company.

24.9 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.

## **25. SUPERANNUATION**

25.1 The Company will contribute on behalf of each Employee of Ordinary Time Earnings, Travel allowance and Site Allowance and any other allowance specifically covered by the Superannuation Guarantee Charge into CBUS or another complying MySuper fund as required by the Superannuation Guarantee (Administration) Act 1992 (Cth) (SGAA). Subject to the SGAA, CBUS shall be the default fund in the event an Employee fails to nominate another complying MySuper fund.

25.2 The Company will provide each employee with a copy of a form provided by CBUS that enables the employee to give written notice to the Company that CBUS is their chosen fund, together with factual information approved by the Union and CBUS to enable the employee to exercise this choice. This will be provided:

- (a) on or before commencement of their employment;

- (b) if the Company is notified by the ATO that the employee has a stapled fund; and
- (c) at other times as required or requested.

25.3 The Employee will be given a reasonable opportunity to nominate CBUS as the Employee's chosen fund. If the Company does not receive written notice from the Employee indicating their choice of fund within a reasonable timeframe, and no later than 28 days of commencing employment, then the Company will provide the above information again to the Employee along with a standard choice form specifying CBUS as the nominated default superannuation fund.

The employer will, as part of the induction process for all new employees, provide each new employee with written information provided by the Union and/or CBUS about superannuation, choice of fund and the specific benefits of construction industry focussed superannuation funds for employees covered by this agreement.

#### **25.4 ABSENCE FROM WORK**

- (a) Subject to the governing rules of the relevant superannuation fund, the Company will make the superannuation contributions provided for in Clause 25.1 in the following circumstances:
  - (b) **PAID LEAVE**
    - i. Contributions will continue whilst a member of a Fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave, or other paid leave.
  - (c) **UNPAID LEAVE**
    - i. Contributions will not be required in respect of any period of absence from work without pay of one day or more.
  - (d) **WORK RELATED INJURY OR ILLNESS**
    - i. In the event of an eligible Employee's absence from work (subject to maximum of 52 weeks) of the Employee due to work related injury or work related illness, contributions at the normal rate will continue for the period of the absence provided that:
      - A. The member of the fund is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with statutory requirements or the provisions of this Agreement; and  
The person remains an Employee of the Employer.

#### **EMPLOYEE CONTRIBUTIONS**

Subject to the rules of the Fund, Employees who wish to make contributions to the Fund additional to those being paid pursuant to clauses 25.1, 25.2 and 25.3 will be entitled to do so. Such Employees may either forward their own contribution directly to the Fund administrators or, where it is practicable to



do so, authorise the Employer to pay into the Fund from the Employee's wages, amounts specified by the Employee.

Employee contributions to the Fund deducted by the Employer at the Employee's request will be held in Trust on the Employee's behalf and be subject to the following conditions:

- i. The amount of contributions will be expressed in whole dollars; and
- ii. Employees will have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of three months' written notice to the Employer. Provided that by Agreement with the Employer, Employees may vary their additional contribution in extenuating circumstances at other times.

Contributions deducted under clause 25.6 will be forwarded to the Fund at the same time as contributions under clause 25.3.

## **26. TOP-UP WORKERS COMPENSATION/24 HOUR ACCIDENT COVER & SICKNESS INSURANCE**

- 26.1 The Company recognises the importance of providing income security for Employees and their families.
- 26.2 Accordingly, the Employer will take out and continue to hold a Top-Up and 24-Hour Sickness & Accident Income Protection Plan" policy for each Employee with Windsor Management Insurance Brokers Pty Ltd.
- 26.3 The policy taken out in accordance with clause 26.2 must not have a waiting period of more than 14 days for an accident or sickness, or 30 days for sporting injuries, where covered.
- 26.4 The agreed premium / rate per Employee will be a maximum of \$26 per week for a weekly cover of \$2200.

## **27. TIME RECORDS**

- 27.1 The Employer will keep a record from which can be readily ascertained the following:
- (a) The name of each Employee and their classification;
  - (b) The hours worked each day.
  - (c) The gross amount of wages and allowances paid;
  - (d) The amount of each deduction made and the nature thereof;
  - (e) The net amount of wages and allowances paid on the nominated day in accordance with clause 24;
  - (f) The Employers' Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate;

- (g) Any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as P.A.Y.E. Tax, whether under a Group Employer's Scheme or not;
- (h) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the Employers registration, the date of the last payment, and the period for which that payment applies (where such documentation is available under State Legislation); and
- (i) The Employer's and the Employee's appropriate industry Superannuation Scheme number and the contribution returns by the Employer to the Scheme on behalf of the Employee, where such benefits apply.

27.2 All records and documentation referred to in clause 27.1, or copies thereof, will be available for inspection by the Employee during the usual office hours, at the Employer's office, or other convenient place.

## **28. INDUCTIONS**

Where an Employee is required to undertake inductions, or any other site-specific online training, after hours, they will be paid a minimum of 1 hour's pay at the appropriate rates. Where there are multiple inductions and/or site-specific online training to be completed, this clause will only be applied once per day. If the induction is time-stamped then the employee will only be paid for the time taken to do the inductions or any other training that may be required.

# **PART 5: APPRENTICES**

## **29. GENERAL**

29.1 Apprentices will be paid all wages, conditions and allowances including site allowance under this Agreement for time spent attending college/school in the course of their apprenticeship.

29.2 Time spent attending college/school will count as time served for all purposes.

29.3 All Sprinkler Pipe Fitter apprentices employed by the Employer will be registered with the appropriate NSW training authority.

29.4 The Sprinkler Fitting / Fire Protection course to be undertaken by the Apprentice will be mutually agreed between the Apprentice and the Employer.

29.5 For the purpose of this clause training Agreement will be taken to include contract of training and indenture.

### **29.6 APPRENTICE TRAINING**

- (a) The apprentice will work towards achieving the qualification of a trade certificate in Sprinkler Fitting / Fire Protection or any subsequent equivalent certificate III in Services (Fire Protection). The apprentices will do their course by block release.

- (b) Where an apprentice cannot reasonably be expected to travel to and from his/her residence each day during the period of Block Release Training, return travel between his/her usual place of residence and the city where the course is conducted will be arranged by the Employer at no cost to the apprentice. The Employer will also arrange suitable accommodation to be available at no cost to the apprentice.
- (c) Fees due by an apprentice for attending the Sprinkler Fitting Trade Course shall be paid by the Employer at the time such fees become due. Where an apprentice fails to complete a course of study or fails a particular subject any additional fees due in order to complete the course will be the responsibility of the apprentice.

#### **29.7 CONTRACT OF APPRENTICESHIP / TRAINING AGREEMENT / INDENTURE**

- (a) The apprentices will be contracted to the Employer to learn the craft or trade of Sprinkler Fitting / Fire Protection on a full-time basis for a term of four years comprising of off-the-job and on-the-job training to complete the Sprinkler Fitting / Fire Protection apprenticeship.
- (b) Every training Agreement for an apprenticeship hereinafter made will contain as a minimum the following information:
  - i. The names of the parties;
  - ii. The date of birth of the apprentice;
  - iii. A statement that Sprinkler Fitting / Fire Protection is the trade, vocation or occupation to which the apprentice is to be contracted;
  - iv. Agreement by the Employer to teach and instruct and/or cause the apprentice to be taught or instructed in the trade, vocation, or occupation to which the apprentice is contracted;
  - v. The date at which the apprenticeship is to commence or from which it is to be calculated with the nominal time period expected to complete the training being four years; and
  - vi. A provision that specifies that the Sprinkler Fitting / Fire Protection 1st Class Apprenticeship course taught at Fire Industry Training College or any agreed subsequent course or National Training Package that supersedes these courses and which leads to a AQF certificate III qualification in Services (Fire Protection) is the course that is to be taught for the purpose of the apprenticeship. These provisions are to be contained in the Training Program or outline of the training that may be attached to or form part of the training Agreement.
- (c) The Training Program or outline of training will be consistent with any future National Training Package for Fire Protection and its various components including the Learning Strategy.

## **29.8 CANCELLATION, SUSPENSION OR TRANSFER OF APPRENTICESHIP**

- (a) Subject to the approval of an appropriate statutory training authority, but not otherwise, a training Agreement may be suspended or cancelled:
  - i. By the mutual consent of the parties;
  - ii. If through lack of orders or financial difficulties an Employer is unable to find suitable employment for an apprentice and a transfer to another Employer cannot be arranged;
  - iii. If in the opinion of the appropriate statutory training authority circumstances exist which render such suspension or cancellation necessary or desirable; or
  - iv. An apprentice may, with the consent of the parties to the training Agreement and with the approval of the appropriate statutory training authority, transfer his/her training Agreement to another Employer. Provided always that irrespective of the number of different Employers taking the apprentice for a term, the two or more terms will be regarded as one continuous term and the later or latest Employer will accept the apprentice at the position the apprentice occupied under his/her training Agreement at the date he/she was with his/her immediate former Employer.

29.10 Any training Agreement inconsistent with the provisions of clause 36 will be null and void and of no force or effect while this Agreement remains in force and applies to the parties to the training Agreement. Clause 28.10 will not apply where there is a State training authority or equivalent statutory body having power to cancel, suspend or transfer training Agreements in the occupation specified herein provided that the conditions for the cancellation, suspension or transfer of such Agreements are of no lesser standard than the provisions of clause 29.9.

## **29.11 PERIOD OF APPRENTICESHIP**

- (a) Except as provided in clause 28.17, all apprentices under this Agreement will be apprenticed for a period of four years.

## **29.12 PROBATIONARY PERIOD**

- (a) A minor may serve a probationary period of three months and if apprenticed such three months will count as part of his/her period of apprenticeship. This sub-clause will not apply where there is a statutory apprenticeship authority having power to determine probationary period.

## **29.13 WAGES APPRENTICES**

- (a) The Hourly Rates for apprentices are shown in Appendix A.

## **29.14 HOURS**

- (a) The ordinary hours of employment of apprentices will not exceed those of a Sprinkler Fitter / Fire Protection Worker.

#### **29.15 OVERTIME & SHIFT WORK**

- (a) No apprentice under the age of eighteen years will be required to work overtime or shift work unless they so desires. No apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at technical school as required by any statute, award, or regulation applicable to them.

#### **29.16 PAYMENT OF RESULTS**

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

#### **29.17 LOST TIME**

- (a) The apprentice will for every day of absence from their work during any year of the said term without the consent of the Employer serve one day at the end of the calendar period of any such year of their apprenticeship if required to do so by the Employer, or if the Employer's decision is disputed, as determined under clause 16 – Disputes Resolution Procedure. The calendar period of the next succeeding year of his/her apprenticeship will be deemed not to begin until the said additional day or days have been served; provided that in calculating the extra time to be served the apprentice will be credited with time which they have worked during the relevant years in excess of their ordinary hours of service.
- (b) Clause 29.17 will not apply where there is a State training authority or equivalent statutory body having power to determine the lost time of an apprentice in the occupation specified herein or affect the right of such an authority to determine such lost time.

#### **29.18 PROHIBITION OF PREMIUMS**

- (a) An Employer will not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

#### **29.19 ATTENDANCE AT TECHNICAL SCHOOLS**

- (a) The apprentice will be released by the Employer to attend technical college during ordinary hours of work for the purpose of undertaking the off the job component of the apprenticeship training without loss of pay.
- (b) Clause 29.19 will not apply where there is a statute Federal or State providing for the non-payment of technical college fees by apprentices.

#### **29.20 OPERATION OF OTHER LAWS**

- (a) Where there is a statute relating to apprentices is now or hereafter in force or in which any authority with statutory power has issued or may issue any regulations relating to apprentices such statute and such regulation will operate, provided that the provisions thereof are not inconsistent with this Agreement.

- (b) The provisions of any statute, award or regulation which gives a state training authority or equivalent statutory body power to cancel, suspend or transfer training Agreements in the occupation specified herein or power to determine disputes between parties to training Agreements including disputes relating to:
  - i. Disciplinary matters in respect to apprentices and Employers;
  - ii. Completion of the training Agreement;
  - iii. Off-the-job attendance; or
  - iv. Other matters concerning the administration of training Agreement will not be deemed to be inconsistent with this Agreement provided that such statute, award, or regulation provides for the state training authority or equivalent statutory body to exercise powers in respect to making determinations or decisions on the above matters and provides for appeal mechanisms in respect to such determinations and decisions.

#### **29.21 ADULT APPRENTICES**

##### **(a) DEFINITION**

- i. For the purpose of this Agreement, an adult apprentice means a person of 21 years of age or over at the time of entering into an indenture to a trade within the scope of this Agreement.

##### **(b) APPLICATION OF GENERAL CONDITIONS OF APPRENTICESHIP**

- i. The provisions of this Agreement will apply to adult apprentices unless specifically provided otherwise by clause 29.21.

##### **(c) TRAINING CREDITS**

- i. Subject to the provisions of this clause, the training to be completed by an adult apprentice under a contract of indenture will be determined by the relevant State Training Authority through its approved agencies based upon training credits being granted for the relevant working experience and educational standard obtained by the apprentice.

##### **(d) HOURLY RATE**

- I. Where a person was employed by an Employer immediately prior to becoming an adult apprentice with that Employer, such person will not suffer a reduction in the rate by virtue of becoming indentured.
- II. Subject to Clauses 29.21(d)i and 29.21(d)ii the rate of pay of an adult apprentice will be not less than:
  - a. The Federal Minimum Wage plus the full rate of Clause 21.1(b) (Industry Allowance) of the Plumbing and Fire Sprinklers Award; or
  - b. The Adult Apprentice rates provided for in this Agreement,

whichever is the greater.

## **PART 6: HOURS OF WORK AND RELATED MATTERS**

### **30. 36 HOUR WEEK AND ROSTERED DAYS OFF**

30.1 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 two-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;

#### **30.2 Rostered Days Off 2024-2028**

- 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 which can be taken as a paid day off. The tenth day shall be known as the Rostered Day Off or 'RDO'.
- b) RDOs shown as flexible RDOs in the RDO Calendar (**Appendix D**) can be worked and banked. The 2028 RDO Calendar will be distributed in 2027 to all parties.
- c) Saturdays during Designated Long weekends will be unpaid unless Employees wish to utilise additional accrued RDO time.
- d) Subject to Clause 30.6, 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.
- e) For clarity, 26 RDOs shall be accrued by an Employee in each twelve months of paid 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.

#### **30.3 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 D and reflects the agreed scheduling of Designated Long Weekends, Flexible Rostered Days Off, Scheduled Rostered Days Off and Christmas/Easter Annual Leave shutdown for 2024,2025,2026 and 2027. The 2028 calendar will be distributed in 2027 to all parties.
- b) On the last day of work prior to a Designated Long Weekend, as far as practical, work shall cease by 3:30pm.

#### **30.4 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) In relation to Scheduled RDOs not attached to a Designated Long Weekend, these may be worked with the Agreement of an employee.
- c) 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.
- d) 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 30.4 a shall be paid for at ordinary time rates of pay, including any applicable allowances as prescribed by this Agreement.
- e) On Designated Long Weekends, in addition to accrued entitlements such work shall be paid for at double time and a half, including any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.
- f) 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.

### **30.5 Five Day Week Projects**

This applies to Employees working on projects that are structured over a 5-day, Monday to Friday working week if the project is varied to a standard working week (Monday to Sunday).

#### **30.5.1 Hours of Work**

The provisions of Clause 30.1 of the Agreement apply.

#### **30.5.2 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.
- e) Where an Employee is required to work overtime for at least one and a half hours after working ordinary hours he/she shall be allowed an amount of \$20 to meet the cost of a meal, plus an additional \$20 for each subsequent four hours worked. When working overtime for two hours or more, Employees shall be allowed to take without deduction of pay, 20 minutes for crib immediately after the ordinary ceasing time, and thereafter 30 minutes for crib shall be allowed after each four hours of continuous work.

### **30.5.3 Rostered Days Off**

The provisions of Clauses 30.3, 30.4 and 30.5 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, where reasonably possible, they will take the accrued RDO as a substitute day within 7 days (i.e. on any day over the 7-day period) from the Scheduled RDO falling in the RDO calendar (Refer Appendix D).

### **30.6 Banking of RDOs**

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. 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 reasonable notice by an Employee.

## **31. HOURS OF WORK**

31.1 Except as provided elsewhere in this Agreement, the average ordinary working hours will be worked in a 10-day, two-week cycle, Monday to Friday inclusive, with nine working days of eight hours each between the hours of 7.00 a.m. and 6.00 p.m., in accordance with the following provisions:

Employees shall receive 7.2 hours (7 hours 12 minutes) for each 9 days they work or take paid leave as an entitlement to take one RDO in each cycle paid as though worked, in accordance with arrangements contained in clause 31.1.

An Employee is not entitled to accrue the time provided for in clause 31.1 whilst on an RDO. For the avoidance of any doubt, all employees will accrue .8 of an hour towards an RDO when work or on paid leave excluding when on an RDO.

### **31.4 Start and Finish Times**

- (a) The normal working day shall commence at 7:00am. By Agreement between the Employer and Employees, the working day may begin at 6:00am or at any other time between that hour and 9:00am, and the working time will then begin to run from the time so fixed, with a consequential adjustment to the meal break and finish time. The rates in appendix 1 compensate for the early start at 6:00am.
- (b) 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.
- (c) The Employee is entitled to take daily Work Breaks as defined in clause 41.
- (d) The Employee shall finish work on a normal working day at 3:30pm if the Work Breaks prescribed in clause 41 are taken.

## **32. OVERTIME CONSTRUCTION**

### **32.1 OVERTIME-DURING WEEKDAYS**

- (a) All time worked beyond the ordinary hours as prescribed in Clause 31, inclusive of time worked for accrual purposes as prescribed in Clause 31 will be paid for at double the hourly rate (i.e. 200% the normal time rate) prescribed in Appendix A.

### **33.2 CALL-BACK**

- (a) 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 four hours' work at the appropriate rates for each time the Employee is so recalled.

- (b) Except in the case of unforeseen circumstances arising the Employee will not be required to work the full four hours referenced in Clause 27.2(a) if the job or jobs the Employee was recalled to perform is completed within a shorter period.
- (c) 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 clause 27.2(a) will not apply.
- (d) Clause 32.2(a) 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.

### **32.3 WORKING DURING MEAL BREAK**

- (a) If the Employer requires an Employee to work through their normal meal break the Employee will be paid at double the Hourly Rate prescribed in Appendix A (i.e. 200% the normal time rate) from the time the meal break would be taken until the Employee is allowed to take such a break.

### **32.4 TRANSPORT AFTER OVERTIME OR HOLIDAY WORK**

- (a) 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.

### **32.5 BREAKS BETWEEN WORKING DAYS**

- (a) An Employee that 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 10 consecutive hours off duty between those times, or on a Saturday, Sunday or Holiday without having had 10 consecutive hours off duty in the 24 hours preceding 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 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the Employer, such an Employee resumes or continues work without having had such 10 consecutive hours off duty the Employee will be paid at double time rates until the Employee is released from duty for such period and the Employee will then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) 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 12 hours.

### **33. WEEKEND WORK**

- 33.1 For the avoidance of doubt, this clause applies to both service and construction work.
- 33.2 Time worked on Saturday's and Sunday's will be paid for at the rate of double the Hourly Rate prescribed in Appendix A (i.e. 200% the normal time rate).
- 33.3 An Employee required to work on a Saturday or Sunday will be afforded at least three hours' work on a Saturday or four hours' work on a Sunday or will be paid for three hours on a Saturday or four hours on a Sunday at the appropriate rate.
- 33.4 An Employee working overtime on a Saturday or a Sunday will be allowed a paid rest period of ten minutes between 9.00 a.m. and 11.00 a.m. This rest period is to be paid for as though worked.
- 33.5 An Employee working on a Saturday or Sunday will be allowed a paid meal break of 20 minutes after four hours' work, to be paid for at the ordinary rate of pay, but this will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay. In the event of an Employee being required to work in excess of a further four hours, the employee will be allowed to take a paid rest break of 30 minutes which will be paid at the ordinary rate of pay.

### **34. NIGHT SHIFT**

- 34.1 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.
- 34.2 No Employee who is employed during the ordinary hours will be employed on night shift except on overtime rates or vice-versa.
- 34.3 Reasonable time will be allowed for a meal or meals during such shift.
- 34.4 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 0.8 of one hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift for a 10-day shift cycle. This 10<sup>th</sup> shift day will be paid for at the appropriate shift rate as prescribed by this clause and the appropriate allowance.
- 34.5 Paid leave taken during any cycle of four weeks and public holidays, will be regarded as shifts worked for accrual purposes.
- 34.6 Any unused accrued entitlement under this clause will be paid on termination of employment.
- 34.7 The Employer and Employee will agree in writing upon arrangements for RDOs during the 10 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 10 shift cycle.

34.8 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 clause 28.

34.9 An Employee employed for less than five continuous shifts in any working week will be paid in accordance with clause 32 and clause 33, 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.

34.10 The rate of pay for night shift will be 150% of the respective wage rate.

34.11 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 Work Breaks and Annual Leave apply to Employees working shift work provided that the starting time for ordinary night shift hours will not be before 3:00pm.

## **35. PUBLIC HOLIDAYS AND SUNDAY WORK**

35.1 An Employee on Weekly Employment will be entitled without loss of pay to public holidays as follows:

New Year's Day	Anzac Day
Australia Day	Kings Birthday
Canberra Day (ACT only)	Labour Day
Good Friday	Family & Community Day (ACT only)
Easter Saturday	Christmas Day
Easter Monday	Boxing Day

or such other day as is generally observed in a locality as a substitute for these days.

35.2 Provided that a Sprinkler Fitter / Fire Protection Worker will be entitled to such other holiday as may be applicable to and on the same terms and conditions as the majority of building workers in that State or Territory or in accordance with Governmental proclamation.

35.3 By Agreement between any Employer and their Employees other days may be substituted for the said days or any of them as to such Employer's undertaking.

35.4 When employed on a Sunday, the Employee will receive double the respective rate provided always that each Employee will receive payment at double the respective wage rate for not less than one-half day's employment for any time so worked between 7.00 a.m. and 5.00 p.m.

35.5 When work is performed on any of the public holidays specified in 36.1, an Employee will be paid at the rate of double time and a half for work done. Such rate is to continue until they are released from duty.

- 35.6 An Employee who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work will on being relieved from duty be entitled to be absent until they have had 10 consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence.
- 35.7 An Employer who terminates the employment of an Employee except for reasons of misconduct or incompetency (proof of which will lie upon the Employer) will pay the Employee a day's ordinary wages for each public holiday or each public holiday in a group as prescribed in 35.1 which falls within 10 consecutive calendar days after the day of termination.
- 35.8 Where any two or more of the holidays prescribed in this Agreement occur within a 7-day span, such holidays will for the purposes of this Agreement be a group of holidays. If the first day of the group of public holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 days. Christmas Day, Boxing Day, and New Year's Day will be regarded as a group.

### **36. FAMILY PICNIC DAY**

All NSW 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 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.

### **37. PROTECTIVE CLOTHING**

New Employees will receive the following Protective Clothing:

- (a) Two long sleeve or short sleeve shirts;
- (b) Two pairs of trousers or shorts or overalls;
- (c) One pair of boots up to the value of \$200
- (d) One jacket.

Protective Clothing and Personal Protective Equipment will be replaced on a fair wear and tear basis upon the return of the worn or damaged items and shall be given to workers on a summer and winter issue basis as determined by the Company Consultative Committee outlined in clause 15, or by consultation between all parties if there's no Company Consultative Committee.

### **38. SERVICE WORK ONLY**

- 38.1 An Employee required to perform service work outside normal working hours for breakdown, accident or other emergency work shall be paid at the rate of double time. The calculation of the period of time of duty shall include only the time reasonably occupied in travel or work between the time of the Employee's departure from their return thereto provided that: in the case of the first call-back in the same day as for at least a period of one hour whether occurring within two hours of the first call-back or not.

### **38.2 ON CALL**

- (a) Where an Employee is required to be on call outside the ordinary hours of work, they shall be readily contactable by telephone at all relevant times during such stand-by and shall be entitled to:
  - i. Permanent or non-permanent \$30 per day extra stand-by roster; and
  - ii. An Employee's telephone rental and business call costs to be paid by the Employer unless the Employer provides company telephone.

### **38.3 CALL BACK AND REST PERIOD**

- (a) Overtime worked in the circumstances specified in 38.1 and 38.2 shall not be regarded as overtime for the purposes of 32.5 where the actual time worked is less than four hours on each recall.

### **38.4 MEAL HOURS**

For work instructed to be done during meal periods and thereafter until a meal break is allowed time and a half rates shall be paid. An Employee shall not be compelled to work for more than five hours without a break for a meal.

### **38.5 REASONABLE OVERTIME**

An Employer may require any Employees to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirements.

### **38.6 MEALS AND CRIB TIME**

Where an Employee is required to work overtime for at least one and a half hours after working ordinary hours they shall be allowed an amount of \$20 to meet the cost of a meal, plus an additional \$20 for each subsequent four hours worked. When working overtime for two hours or more, Employees shall be allowed to take without deduction of pay, 20 minutes for crib immediately after the ordinary ceasing time, and thereafter 30 minutes for crib shall be allowed after each four hours of continuous work.

### **38.7 EMPLOYEES ENGAGED IN SERVICE, MINOR WORKS AND TESTING**

Where an employee is engaged primarily in Service, Minor Works and Testing, the operational requirements of the business and the nature of work, the notice of period of 7 days may be reduced in clause 30.4 and 30.5 and Clauses 30.4(e) and 30.5(d) will not apply. This reduction is for genuine operational requirements only.

## **39. SMOKING**

- (a) Smoking is not permitted in any building, site office, mess room/shed, change room/shed, sanitary facility or any other amenities where signage is displayed indicating smoking is not permitted.

- (b) Smoking is not permitted within the confines or premises of customers.
- (c) Smoking is not permitted in Company vehicles.

## **40. WORK BREAKS**

### **40.1 DAILY REST BREAKS**

- (a) There will be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 am. and 11:00 am. By Agreement this Daily Rest Break may not be taken and a reasonable adjustment will be made to the finishing time.

### **40.2 MEAL BREAKS**

- (a) 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 as an unpaid break at a time that meets the needs of each particular project.

### **40.3 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.

### **40.4 OVERTIME REST BREAKS**

When an Employee is required to work ten or more hours in any shift, the Employee will be allowed to take without deduction of pay, a rest break of 20 minutes in duration and thereafter, after each four hours of continuous work, the Employee will be allowed to take, without deduction of pay, a rest break of 30 minutes in duration. In the event of an Employee remaining at work without taking the rest break of 20 minutes the Employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

## **41. INCLEMENT WEATHER**

- 41.1 "Inclement weather" will mean the existence of rain or abnormal conditions (whether they be hail, snow, cold, high winds, severe dust storm, extreme high temperature or the likely of any combination thereof) such that it is either not reasonable or not safe for workers to continue working.
- 41.2 The Employer, or their representative, will, when requested by the Employees or a representative of the Employees, confer (within a reasonable period of time which should not exceed 2 hours) for the purposes of determining whether or not conditions are inclement. Weather will not be regarded as inclement unless agreed at such conference.



- 41.3 Where there is safe access and useful work within the Employee's classification Employees will continue work in a sheltered area.
- 41.4 Employees may be relocated to another company site where work that is in the Employee's classification is available for the remainder of the shift.
- 41.5 Planning, consultation and agreed training may be undertaken during periods of inclement weather.
- 41.6 Any Employee will be entitled to payment by their Employer for ordinary time lost through inclement weather for up to 32 hours in every period of 4 weeks provided that the number of hours at the credit of any Employee at any time will not exceed 32 hours. An Employee will not be entitled to payment for inclement weather as provided for in this clause unless they remain on the job until the provisions set out in this clause have been observed. Time spent in training or alternative work will not count as time lost for the purposes of this clause.

## **42. MIXED FUNCTIONS**

An Employee appointed for more than half of one day or shift on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day or shift. If for less than half of one day or shift they will be paid the higher rate for the time so worked.

# **PART 7: ALLOWANCES**

## **43. TRAVEL ALLOWANCE**

- 43.1 The centre of employment shall be the capital city principle post office.
- 43.2 Each Employee who is not wholly employed with in the factory or permanent workshop of the Employer shall receive in addition to the respective Hourly Rate specified in Appendix A the following extra amounts as allowances for travelling, provided always:
- (a) That travelling time shall be computed on the basis that such travelling be done by public conveyance – economy class; and
- 43.3 For the time occupied outside the ordinary hours of work specified in clause 31 in travelling by an ordinary public conveyance or by nearest practical route from the appropriate centre to the work and/or from the work to the centre – the respective Travelling Time.
- 43.5 Where the work or the facility for travelling does not necessitate going to or through the centre, the Employee shall receive the respective Travelling Time, for the time, also the cost of travelling from the Employee's residence to the work or from the work to the Employee's residence in excess of that which would be required in travelling from the said Employee's residence to the centre or from the centre to the said Employee's residence.
- 43.6 Travelling Time from 1<sup>st</sup> March 2024 shall be the rate prescribed in Appendix A and will be paid at these agreed rates.

#### 43.7 TRAVELLING TIME

- (a) Travelling Time will be paid at the Travel Time Rate for 2 hours per day for a distance of up to 30km from the GPO or Employee's residence.
- (b) All other Travelling Time and Living Away From Home Allowance shall be agreed between the Company and Employees on a project basis.
- (c) The Company is not required to place Employees at job sites closest to their place of residence; however, Employees will not be treated unfairly in this regard.

#### 43.8 SUMMARY

Summary of entitlement to fares and travel allowances:

	Travel Time
Start or finish on the job using own vehicle	Paid
Start or finish on the job using public transport	Paid
Start or finish on the job provided with or offered transport	Paid
Start and finish at the workshop	Not paid
Annual leave	Not paid
Public holidays	Not paid
Sick leave	Not paid
Rostered Day Off	Not paid

#### 43.9 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.

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 prescribed in Appendix B

### **44. SITE ALLOWANCE**

- (a) An Employee will be entitled to a site allowance in accordance with the following table for each hour worked effective from 1st of March 2024:

Project Value - \$ Million	Site Allowance 2024	Site Allowance 2025	Site Allowance 2026	Site Allowance 2027
\$0 – \$64.1M	\$4	\$4.05	\$4.10	\$4.15
\$64.1M - \$128.3M	\$4.55	\$4.60	\$4.65	\$4.70
\$128.3M - \$192.3M	\$4.65	\$4.70	\$4.75	\$4.80
\$192.3M - \$256.4M	\$4.75	\$4.80	\$4.85	\$4.90

\$256.4M - \$384.7M	\$4.85	\$4.90	\$4.95	\$5
Projects valued at more than \$384.7M	\$4.85 + \$0.10 per additional \$100M Project Value or part thereof	\$4.90 + \$0.10 per additional \$100M Project Value or part thereof	\$4.85 + \$0.10 per additional \$100M Project Value or part thereof	\$5 + \$0.10 per additional \$100M Project Value or part thereof

(b) Project value shall be the contract value of the work, which has been or will be performed, by the Principal Contractor in respect to the site the Contractor is contracted to undertake work on. This does not include portions of the project the Contractor is not engaged to undertake.

(c) Summary of entitlement to Site Allowance:

	Site Allowance
Travel Time	Not paid
Productive Work	Paid
Overtime	Paid
Annual leave	Not paid
Public holidays	Not paid
Sick leave	Not paid
Rostered Day Off	Not Paid

Note\* - This requirement not to pay Site Allowance on RDOs depends on Site Allowance being paid for 8 hours normal time each workday. Alternatively, Site Allowance may be accrued in which case it is paid for 7.2 hours normal time per workday and Site Allowance is then paid on every RDO.

## **45. OTHER ALLOWANCES**

### **45.1 FUMES**

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

### **45.2 WELDING CERTIFICATE**

(a) An Employee who is requested by the Employer to hold qualifications required by the various State government bodies, or other relevant authorities, for pressure oxy-acetylene or electric welding, either manual or machine welding, must be paid the additional amount as prescribed in Appendix B.

(b) This rate will be paid for every hour of their employment whether or not the Employee has performed work relevant to those qualifications.

- (c) The Employer may provide notice in advance if those qualifications are no longer required. In the event the Employer provides four weeks' notice the qualifications are no longer required the allowance will not be payable from when the notice takes effect.

#### **45.3 FIRST AID**

- (a) An Employee who is qualified in first aid and is appointed by their Employer to carry out first aid duties in addition to their usual duties must be paid an additional rate as prescribed in Appendix B.
- (b) This rate will be paid for every hour of their employment whether or not the Employee has performed work relevant to those qualifications.
- (c) The Employer may provide notice in advance if those qualifications are no longer required. In the event the Employer provides four weeks' notice the qualifications are no longer required the allowance will not be payable from when the notice takes effect.

### **46. LIVING AWAY FROM HOME ALLOWANCE (DISTANT WORK)**

#### **(a) QUALIFICATION**

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

#### **(b) EMPLOYEE'S ADDRESS**

- i. At the time of engagement the Employee will provide details of their usual place of residence, being the address of their place of residence at the time of application.
- ii. 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.

#### **(c) ENTITLEMENT**

- i. Where an Employee qualifies under clause this clause, the Employer will either:
  - ii. Provide the Employee with reasonable board and lodging to a standard of no less than 3 star accommodation and out of pocket allowance as prescribed in Appendix B; or
  - iii. Pay an accommodation allowance as prescribed in Appendix B plus an out of pocket allowance as prescribed in Appendix B, 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

(d) **TRAVELLING EXPENSES**

An Employee who is sent by the Employer to a job which qualifies them to the provision of this clause will not be entitled to any of the allowances prescribed by clause 43, for the period occupied in travelling from the Employees usual place of residence to the distant job, but in lieu thereof will be paid:

**A. FORWARD JOURNEY**

- 1) 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);
  - 2) 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. However these are not payable should the Employer pay these costs directly; and
  - 3) For any meals incurred while travelling at the meal allowance rate prescribed in Appendix B.
- ii. 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**

- 1) An Employee will, for the return journey, receive the same time, fares, and meal payments as provided in clause above together with the amount prescribed in clause 10, to cover the cost of transport from the main public transport terminal to their usual place of residence.
- 2) 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 incompetence within one working week of commencing on the job, or is dismissed for misconduct.

**DEPARTURE POINT**

- 1) 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.

(e) **DAILY TRAVEL ALLOWANCE**

- i. An Employee engaged on a job which qualifies them to the provisions of this clause and who is required to reside elsewhere than on the site (or within 500m of the site; or supplied with transport; or paid for use of their own transport) will be paid the Travel Allowance.

**(f) WEEKEND RETURN HOME**

- i. 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; 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.

**(g) REST AND RECREATION**

- i. An Employee who proceeds to a job which qualifies for the provisions of clause 46 may, after two months continuous service on that site and thereafter at three monthly periods of continuous service on that site, 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.

**(h) LIMITATION OF ENTITLEMENT**

- i. The entitlement under clause 46(g) 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).

**(i) SERVICE REQUIREMENTS**

- i. For the purpose of this clause service will be deemed to be continuous despite an employee's absence from work as prescribed in clause 46(f) and clause 46(g).

**(j) VARIABLE RETURN HOME**

- i. 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.

(k) **NO PAYMENT FOR UNUSED FARES**

- i. If the Employer and Employee so agree in writing, the paid Rostered Day Off as prescribed in clause 23, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in 47.5(g), or at the end of the project, or on termination whichever comes first.
- (l) 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.

**47. CHARGE HANDS**

47.1 An Employee may from time to time be appointed by the Employer as a Charge Hand.

47.2 A charge hand shall perform the following duties:-

- (a) Liaise with client on-site representatives;
- (b) Monitor safety;
- (c) Report any safety breaches or accidents;
- (d) Report Employee absences and attendance;
- (e) Ensure working hours are satisfied;
- (f) Monitor overtime requirements and performance;
- (g) Report Employee non-conformance;
- (h) Delegate work tasks;
- (i) Monitor work quality and accuracy;
- (j) Liaise with suppliers to facilitate deliveries, unloading and storage of equipment;
- (k) Liaise with design staff and management; and
- (l) Inform supervisor of breaches.

47.3 An Employee appointed as charge hand will be paid the additional rates prescribed in Appendix B.

47.4 An Employee who is not required to perform the duties of charge hand outlined in clause 48.2 shall not be paid as a Charge Hand, irrespective of whether they have performed those duties and been paid accordingly on a prior occasion.

## **48. SPECIAL WORKING CONDITIONS**

### **48.1 SHIP WORK**

- (a) An Employee engaged on work in connection with ships must be paid an additional rate as prescribed in Appendix B whilst working on board the ship.

### **48.2 HOT WORK**

- (a) An Employee who works for longer than two hours in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius will be entitled to 20 minutes' rest after every two hours work without loss of pay.

### **48.3 COLD WORK**

An Employee who works for longer than two hours in a place where the temperature is lowered by artificial means to less than 0° Celsius will be entitled to 20 minutes rest after every two hours work without loss of pay.

### **48.4 TOWERS**

An Employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height, must be paid for all work above 15 metres an additional hourly rate as prescribed in Appendix B, with an additional rate as prescribed in Appendix B for work above each further 15 metres.

## **49. AGREEMENT AWARENESS COURSE**

All Parties covered by this Agreement are all stakeholders in the Plumbing and Construction Industry.

Stable working environment and harmonious relations are required to improve the relationship between the Employer, the Employee's.

All stakeholders benefit from industrial harmony which leads to increase productivity.

Accordingly, all employees covered by this Agreement will be encouraged to undertake an Agreement Awareness course (AAC) before 1 March each year, commencing as of 2026. The training will be facilitated by one of the agreed training providers listed below.

For the purposes of this clause the agreed training providers that are as follows:

- CEPU TEC;
- Plumbing And Pipe Trades Employees Union NSW Branch; and
- PICAC Training.

The aim of the training is to ensure that the Employees covered by this Agreement have an understanding of the following provisions of this agreement:



- Key Objectives.
- Scope & Application.
- Commitments.

The AAC may be delivered online or face to face. The method of delivery of the AAC will be determined by the relevant training provider.

Each Employee who successfully completes the AAC must be issued with a statement of attainment on successful completion of the AAC. The statement of attainment will be valid for a period of twelve (12) months only, Between the 1st of March and 28<sup>th</sup> February the following year.

From 1st March 2026, an Allowance will only be payable to those employees who have successfully completed the AAC and submitted to the Employer a copy of the statement of attainment. This statement of attainment is valid only for the period 1st of March until the 28<sup>th</sup> February of the following year. There will be no retrospective payments of the allowance listed below.

Employees will be required to successfully complete an AAC each year of this Agreement and prior to the 31st of March of that respective year to continue to receive the Productivity Allowance for the following 12-month period commencing the 1st April.

The cost of the course and time to undertake the course will be the responsibility of the Employee.

The AAC Productivity Allowance from the 1st of March 2026 will be \$3.50 per hour for all hours worked, From the 1st of March 2027 the Productivity Allowance will be \$4.00 for all hours worked.

## **50. UNDERGROUND INFRASTRUCTURE ALLOWANCE**

From the 1st of March 2024, an infrastructure allowance of \$2.50 for all hours worked shall be paid to those employees engaged on Underground Road Infrastructure and rail project. The infrastructure allowance will be paid in addition to the Site Allowance as contained in this agreement. Apprentices shall be paid Infrastructure allowance. All employees engaged on Underground Road Infrastructure and rail projects will be eligible for this allowance, including any work on the surface and enabling works.

## **PART 8: LEAVE**

### **51. SICK LEAVE/ PERSONAL/CARER'S LEAVE**

Entitlement to personal leave under this Agreement shall be in accordance with the National Employment Standards.

### **52. PARENTAL LEAVE**

The provision of parental leave under the Agreement shall be in accordance with the National Employment Standards.

### **53. COMPASSIONATE LEAVE**

The provision of compassionate leave under the Agreement shall be in accordance with the National Employment Standards.

### **54. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE**

54.1 The provision of family and domestic violence leave under the Agreement shall be in accordance with the National Employment Standards.

#### **54.2 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.

#### **54.3 NOTICE AND EVIDENCE REQUIREMENTS**

##### **(a) Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 54. 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 54 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 54.4.

#### **54.4 NOTE:**

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

#### **54.5 CONFIDENTIALITY**

Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 54.6 is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in clause 54 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 54.

## **55. JURY SERVICE MAKE-UP PAY AND COMMUNITY SERVICE LEAVE**

### **55.1 JURY SERVICE**

- (a) 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 per day plus travel time.
- (b) The Employee will give the Employer proof of such attendance and the amount received in respect of such jury service.
- (c) 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.

### **55.2 COMMUNITY SERVICE LEAVE**

- (a) Community Service Leave will be available to an Employee when they are absent due to:
  - i. **A VOLUNTARY EMERGENCY MANAGEMENT ACTIVITY**
    - A. Where the Employee engages in an activity that involves dealing with an emergency or natural disaster (including but not limited to coping with emergencies and/or disasters, fire-fighting, civil defence or a rescue body, or any other body which involves securing the safety of persons or animals in an emergency or natural disaster or protecting property in an emergency or natural disaster or otherwise responding to an emergency or natural disaster).
  - ii. **AN ACTIVITY PRESCRIBED IN THE *FAIR WORK REGULATIONS 2009***
    - A. The Employee will give the enterprise proof of such attendance requiring community service leave and where possible will provide appropriate notice of the requirement to take community service leave.

## **56. ANNUAL LEAVE**

- 56.1 The provision of annual leave under the Agreement shall be in accordance with the National Employment Standards.
- 56.2 In addition, the Employee will receive a loading of 17.5% calculated on the rates, prescribed by Appendix 1.

56.3 The loading prescribed in clause 56.2 will be paid out on any unused annual leave on termination of employment by either party.

## **PART 9: MISCELLANEOUS**

### **57. 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 within the work area, 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.

#### **57.1 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.

#### **57.2 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.

### 57.3 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 / 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.

### 57.4 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.

### 57.5 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.

### 57.7 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.

## 57.8 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.

## 57.9 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 when not working undercover;
- 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 if not working undercover 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 if not working undercover;
- 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.

## **58. STRUCTURED VOCATIONAL TRAINING**

58.1 The parties to this Agreement recognise that the apprenticeship system of structured vocational training that operates within the fire protection Industry has been integral to the efficiency and productivity of that industry

58.2 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 AQF Level 3 (AVTS level 3); and
- (b) Ensuring that the trade skills required for the fire protection 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 Fire Protection Tradesperson Level 1 (100%) within the classification structure.

58.3 To facilitate ongoing structured vocational training the Employer will pay an organisation mutually agreed between the NFIA and the CEPU Plumbing Division NSW Branch:

From 1 March 2024 - \$30.00 per week per Employee including apprentices covered by this Agreement.

## **59. 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 and parties to the agreement.

## **60. BUILDING LEVY**

The parties to the agreement agree that the trade skills required for the Fire Protection Industry will continue to be delivered through a system of structured vocational Training Centre's that requires Infrastructure and Capital Investment for the Industry which the parties are stakeholders. To facilitate ongoing Infrastructure and Capital Investment required to meet the needs for the Vocational Training Centre's the Employer will pay an organisation mutually agreed between the NFIA and the CEPU Plumbing Division NSW Branch:

- (a) From 1 March 2024 - \$20 per week per employee covered by this agreement including apprentices
- (b) From 1 March 2025 - \$25 per week per employee covered by this agreement including apprentices
- (c) From 1 March 2026 - \$30 per week per employee covered by this agreement including apprentices
- (d) From 1 March 2027 - \$30 per week per employee covered by this agreement including apprentices

## **61. SEVERABILITY**

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

## **62. TRADE UNION RIGHTS AND REPRESENTATION**

Clauses 62.1 of this Agreement outlines the rights for 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.

### **62.1 Union Delegate Rights**

Where an Employee has been elected as the company's Union Delegate, the Employer will recognise the following rights:

- the right to be treated fairly and to perform their role without any discrimination in their employment.
- 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;
- 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
- 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.
- 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
- the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts.
- the right to formal recognition that the endorsed Union delegates will speak on behalf of the Union members in the workplace.
- The company Union Delegate will receive an additional **\$1.50** for all hours worked and/or attending approved training. This shall only be paid for one Union Delegate per company. An employee shall not receive this allowance if they are already in receipt of the HSR allowance. This allowance is not an all-purpose allowance.



## 62.2 Training

The Employer will provide the company Union Delegate with paid leave of up to 5 days (a maximum of 36 hours) per annum to attend Union-endorsed training/ forums/ meetings which are directed to improving the skills and knowledge of the participant in the system of workplace relations.

Applications to use this leave must be submitted to the Employer for approval at least two weeks prior to the proposed leave commencing. Approval of applications will be subject to the operational requirement of the business and shall not be unreasonably withheld.

Where approved, leave(s) of absence will be granted to Employees at their ordinary time rate of pay. Payment will be made on an hourly basis for this leave (subject to the maximum hours 7.2 hours a day for 5 days or a maximum of 36 hours per annum), inclusive of travelling time associated with attendance.

The Employer is not liable for any expenses associated with an Employee's Union leave.

## **63. HEALTH & SAFETY REPRESENTATIVES**

- The employees may request that the Employer commence negotiations to determine work groups. Once those work groups have been identified workers may elect a Health and Safety Representative (HSR) and Deputy Health & Safety Representative (DHSR) if any, for each work group in accordance with the provisions of the Work Health and Safety Act (NSW) 2011.
- Once elected, the HSR will be paid an allowance of **\$1.50** per hour, on top of their ordinary hourly rate, for each hour worked. This payment will commence from the first full pay period commencing after the election.  
Where the HSR is absent, the DHSR will receive an allowance of **\$1.50** per hour for each hour worked for the period of their absence. An employee shall not receive this allowance if they are already in receipt of the Union Delegate allowance. This allowance is not an all-purpose allowance.
- As soon as practical within the period of 3 months after the Employer being advised of the election of the HSR and the DHSR, the Employer will arrange and pay for the necessary training to enable the HSR and the DHSR to perform their role. While attending these course(s) the HSR and the DHSR will be paid their normal rate of pay, including all allowances. That is, they will not have their wages reduced because of their attendance at the training course.
- The Employer will allow a HSR and the DHSR (if any) to exercise their obligations under the Act during their ordinary working hours.
- The Employer will ensure that a list of HSR and DHSR (if any) for each work group is prepared, kept up to date and available to all employees.
- The HSR may request the Employer to establish a workplace health and safety committee. If the Employer is requested to do so they will establish a health and safety committee within one month of that request.

- The HSR must not be transferred from site because they are exercising, or are planning to exercise, their right(s) as a HSR.
- The Employer will release a HSR from work to attend 5 paid meetings (up to 10 hours total) per calendar year conducted by the Union to discuss industry-related matters. Applications for leave to attend must be submitted to the Employer for approval at least two weeks prior to each meeting. Approval of applications will be subject to the operational requirement of the business and shall not be unreasonably withheld. Where approved, leave(s) of absence will be granted to Employees at their ordinary time rate of pay. The Employer is not liable for any expenses associated with leave for this purpose.

#### **64. TOOLS**

- Where the Employer requires an Employee to provide tools the Employer will reimburse the Employee the cost of providing the tools. The provisions of this clause do not apply where the tools are provided by the Employer.
- The Employee will be responsible for such tools as he/she is provided with by the Employer. Any shortages except those occasioned by fair wear and tear, reasonable breakage or theft outside of working hours, will be made good by the Employee.

### **Appendix A: Wage Rates & Allowances**

From the commencement of this Agreement, the Travel Allowance is a combination of previous Travel Allowance and the Fares Allowance and shall be paid as one allowance. The fares component is \$20.

<b>Appendix A Wage Rate and Allowances Registered Fitter</b>				
<b>Rates of Pay 2024-2028</b>				
<b>All Rate changes occur from the first full pay period after the date nominated.</b>				
	<b>1<sup>st</sup> March 2024 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2025 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2026 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2027 (36 Hour Divisor)</b>
<b>Registered Fitter Hourly Rate</b>	\$53.29	\$56.48	\$59.87	\$64.07
<b>Registered Fitter Per Week</b>	\$1,918.44	\$2,033.28	\$2,155.32	\$2,306.52
<b>Travel Time Rate</b>	\$50	\$52.50	\$55	\$57.50
<b>Travel Time Per Day</b>	\$100	\$105	\$110	\$115
<b>Travel Time Per Week</b>	\$500	\$525	\$550	\$575
<b>Site Allowance (Minimum) Per Hour</b>	\$4	\$4.05	\$4.10	\$4.15
<b>Redundancy Construction Fitters</b>	\$145	\$150	\$155	\$160
<b>Redundancy Service Fitters</b>	\$251.58	\$262.96	\$274.74	\$288.14
<b>The Rates above include Industry &amp; Tool Allowance, Industry Disability Allowance and Space, Height &amp; Dirt Money</b>				

<b>Appendix A Wage Rate and Allowances 1<sup>st</sup> Class Fitter</b>				
<b>Rates of Pay 2024-2028</b>				
<b>All Rate changes occur from the first full pay period after the date nominated.</b>				
	<b>1<sup>st</sup> March 2024 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2025 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2026 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2027 (36 Hour Divisor)</b>
<b>1<sup>st</sup> Class Fitter Hourly Rate</b>	\$50.36	\$53.38	\$56.58	\$60.54
<b>Registered Fitter Per Week</b>	\$1,812.96	\$1,921.68	\$2,036.88	\$2,179.44
<b>Travel Time Rate</b>	\$50	\$52.50	\$55	\$57.50
<b>Travel Time Per Day</b>	\$100	\$105	\$110	\$115
<b>Travel Time Per Week</b>	\$500	\$525	\$550	\$575
<b>Site Allowance (Minimum) Per Hour</b>	\$4	\$4.05	\$4.10	\$4.15
<b>Redundancy Construction Fitters</b>	\$145	\$150	\$155	\$160
<b>Redundancy Service Fitters</b>	\$245.72	\$256.76	\$267.96	\$281.08
<b>The Rates above include Industry &amp; Tool Allowance, Industry Disability Allowance and Space, Height &amp; Dirt Money</b>				

<b>Appendix A Wage Rate and Allowances 4<sup>th</sup> Year Apprentice</b>				
<b>Rates of Pay 2024-2028</b>				
<b>All Rate changes occur from the first full pay period after the date nominated.</b>				
	<b>1<sup>st</sup> March 2024 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2025 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2026 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2027 (36 Hour Divisor)</b>
<b>4<sup>th</sup> Year Hourly Rate</b>	\$42.99	\$45.57	\$48.30	\$51.68
<b>4<sup>th</sup> Year Per Week</b>	\$1,547.64	\$1,638	\$1,738.80	\$1860.48
<b>Travel Time Rate</b>	\$45	\$47.50	\$50	\$52.50
<b>Travel Time Per Day</b>	\$90	\$95	\$100	\$105
<b>Travel Time Per Week</b>	\$450	\$475	\$500	\$524
<b>Site Allowance (Minimum) Per Hour</b>	\$4	\$4.05	\$4.10	\$4.15
<b>Redundancy Per week</b>	\$23.40	\$28.40	\$33.40	\$38.40
<b>The Rates above include Industry &amp; Tool Allowance, Industry Disability Allowance and Space, Height &amp; Dirt Money</b>				

<b>Appendix A Wage Rate and Allowances 3rd Year Apprentice</b>				
<b>Rates of Pay 2024-2028</b>				
<b>All Rate changes occur from the first full pay period after the date nominated.</b>				
	<b>1<sup>st</sup> March 2024 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2025 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2026 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2027 (36 Hour Divisor)</b>
<b>3<sup>rd</sup> Year Hourly Rate</b>	\$36	\$38.16	\$40.45	\$43.28
<b>3<sup>rd</sup> Year Per Week</b>	\$1,296	\$1,373.76	\$1,440	\$1558.08
<b>Travel Time Rate</b>	\$39	\$41.50	\$44	\$46.50
<b>Travel Time Per Day</b>	\$78	\$83	\$88	\$93
<b>Travel Time Per Week</b>	\$390	\$415	\$440	\$465
<b>Site Allowance (Minimum) Per Hour</b>	\$4	\$4.05	\$4.10	\$4.15
<b>Redundancy Per week</b>	\$23.40	\$28.40	\$33.40	\$38.40
<b>The Rates above include Industry &amp; Tool Allowance, Industry Disability Allowance and Space, Height &amp; Dirt Money</b>				

<b>Rates of Pay 2024-2028 2<sup>nd</sup> year Apprentices</b>				
<b>All Rate changes occur from the first full pay period after the date nominated.</b>				
	<b>1<sup>st</sup> March 2024 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2025 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2026 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2027 (36 Hour Divisor)</b>
<b>2<sup>nd</sup> Year Apprentice Hourly Rate</b>	\$22.63	\$23.31	\$24.01	\$24.85
<b>2<sup>nd</sup> Year Apprentice Per Week</b>	\$814.68	\$839.16	\$864.36	\$894.60
<b>2<sup>nd</sup> Year Adult Apprentice Hourly Rate</b>	\$24.83	\$25.58	\$26.34	\$27.27
<b>2<sup>nd</sup> Year Adult Apprentice Per Week</b>	\$893.88	\$920.88	\$948.24	\$981.72
<b>Travel Time Per Day</b>	\$55	\$57.50	\$60	\$62.50
<b>Travel Time Per Week</b>	\$275	\$287.50	\$300	\$312.50
<b>Site Allowance (Minimum) Per Hour</b>	\$4	\$4.05	\$4.10	\$4.15
<b>Redundancy Per week</b>	\$4	\$6.50	\$9	\$11.50
<b>The Rates above include Industry &amp; Tool Allowance, Industry Disability Allowance and Space, Height &amp; Dirt Money</b>				

<b>Rates of Pay 2024-2028 1<sup>st</sup> Year Apprentices</b>				
<b>All Rate changes occur from the first full pay period after the date nominated.</b>				
	<b>1<sup>st</sup> March 2024 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2025 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2026 (36 Hour Divisor)</b>	<b>1<sup>st</sup> March 2027 (36 Hour Divisor)</b>
<b>1<sup>st</sup> Year Apprentice Hourly Rate</b>	\$20.08	\$20.68	\$21.30	\$22.04
<b>1<sup>st</sup> Year Apprentice Per Week</b>	\$722.88	\$744.48	\$766.80	\$793.44
<b>1<sup>st</sup> Year Adult Apprentice Hourly Rate</b>	\$24.83	\$25.58	\$26.34	\$27.27
<b>1<sup>st</sup> Year Adult Apprentice Per Week</b>	\$893.88	\$920.88	\$948.24	\$981.72
<b>Travel Time Per Day</b>	\$54	\$56.50	\$59	\$61.50
<b>Travel Time Per Week</b>	\$270	\$282.50	\$295	\$307.5
<b>Site Allowance (Minimum) Per Hour</b>	\$4	\$4.05	\$4.10	\$4.15
<b>Redundancy Per week</b>	\$4	\$6.50	\$9	\$11.50
<b>The Rates above include Industry &amp; Tool Allowance, Industry Disability Allowance and Space, Height &amp; Dirt Money</b>				



## APPENDIX B – RATES SCHEDULE

Allowances	Rates
<b>Charge Hands</b>	
• Under direct supervision >2 & <10	\$39.40 (per week)
• Under direct supervision >10	\$49.17 (per week)
• In sole charge outside city/suburbs>2 & < 10	\$49.17 (per week)
• In sole charge outside city/suburbs > 10	\$55.64 (per week)
<b>Vehicle – Use of Own Motor Vehicle</b>	\$0.74 (cents per kilometre)
<b>Board &amp; Accommodation</b>	\$150.00 (per night)
<b>Out of Pocket Expenses</b>	\$50.00 (per day)
<b>Insulation Allowance</b>	\$0.53 (per hour)
<b>First Aid Allowance</b>	\$1.84 (per hour)
<b>Welding Certificate/ Qualifications</b>	\$0.41 (per hour)
<b>Scaffolders Licence/ Certificate</b>	\$12.63 (per day)
<b>Towers Allowance</b>	\$1.32 (per hour; per 15m.)
<b>Meal Allowance</b>	\$20

## APPENDIX C - CHART OF ENTITLEMENT – YES/NO

	TRAVEL	SITE ALLOW	LEADING HAND	SERVICE ALLOW	ON CALL
<b>Ordinary</b>	Yes	Yes	Yes	Yes	Yes
<b>Overtime-Weekday</b>	No	Yes	No	No	No
<b>Overtime-Weekend</b>	Yes	Yes	No	No	No
<b>Call-Out</b>	No-incl In Time	Yes	No	No	No
<b>Sick</b>	No	No	Yes	No	No
<b>Annual</b>	No	No	Yes	No	No
<b>Leave Without Pay</b>	No	No	No	No	No
<b>RDO</b>	No	No *	Yes	Yes	Yes

**Note \*:** The requirement not to pay Site Allowance on RDOs depends on Site Allowance being paid for 8 hours normal time each work day. Alternatively Site Allowance may be accrued in which case it is paid for 7.2 hours normal time per work day and Site Allowance is then paid on every Rostered Day Off.

## APPENDIX D - 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



Designated Long Weekend (Public Holiday and RDO)



## APPENDIX D - RDO CALENDAR 2025

2025						
January						
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						
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						
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						
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						
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						
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						
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						
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						
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						
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						
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						
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 D - RDO CALENDAR 2026

2026		
January	February	March
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 5 6 7
4 5 6 7 8 9 10	8 9 10 11 12 13 14	8 9 10 11 12 13 14
11 12 13 14 15 16 17	15 16 17 18 19 20 21	15 16 17 18 19 20 21
18 19 20 21 22 23 24	22 23 24 25 26 27 28	22 23 24 25 26 27 28
25 26 27 28 29 30 31		29 30 31
April	May	June
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	1 2	1 2 3 4 5 6
5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
26 27 28 29 30	24 25 26 27 28 29 30	28 29 30
	31	
July	August	September
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	1	1 2 3 4 5
5 6 7 8 9 10 11	2 3 4 5 6 7 8	6 7 8 9 10 11 12
12 13 14 15 16 17 18	9 10 11 12 13 14 15	13 14 15 16 17 18 19
19 20 21 22 23 24 25	16 17 18 19 20 21 22	20 21 22 23 24 25 26
26 27 28 29 30 31	23 24 25 26 27 28 29	27 28 29 30
	30 31	
October	November	December
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 5
4 5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12
11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19
18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26
25 26 27 28 29 30 31	29 30	27 28 29 30 31

-  Annual leave (optional)  
 Flexible RDO  
 Scheduled RDO  
  Designated Long Weekend (Public Holiday and RDO)



## APPENDIX D - RDO CALENDAR 2027

2027		
January	February	March
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
3 4 5 6 7 8 9	7 8 9 10 11 12 13	7 8 9 10 11 12 13
10 11 12 13 14 15 16	14 15 16 17 18 19 20	14 15 16 17 18 19 20
17 18 19 20 21 22 23	21 22 23 24 25 26 27	21 22 23 24 25 26 27
24 25 26 27 28 29 30	28	28 29 30 31
31		
April	May	June
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	1 2 3 4 5
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30
	30 31	
July	August	September
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
4 5 6 7 8 9 10	8 9 10 11 12 13 14	5 6 7 8 9 10 11
11 12 13 14 15 16 17	15 16 17 18 19 20 21	12 13 14 15 16 17 18
18 19 20 21 22 23 24	22 23 24 25 26 27 28	19 20 21 22 23 24 25
25 26 27 28 29 30 31	29 30 31	26 27 28 29 30
October	November	December
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
3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31
31		

- Annual leave (optional)
- Flexible RDO
- Scheduled RDO
- Designated Long Weekend (Public Holiday and RDO)

For and on behalf of the Communications Electrical Electronic Energy Information Postal  
Plumbing and Allied Services Union of Australia, Plumbing Division- NSW Branch

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

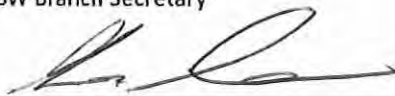
Phone: 9310-3411

Email: [theo@nswplumbersunion.com.au](mailto:theo@nswplumbersunion.com.au)

Name: Theo Samartzopoulos

Position: NSW Branch Secretary

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

29/4/24

Signatories for and on behalf of the Company

Name: Evan Brown

Position: Director

Enterprise: Unified Fire Protection Pty Ltd

ABN: 27 158 645 768

Address: PO Box 6619 Baulkham Hills NSW 2153

Email: [evan.brown@unifiedfire.com.au](mailto:evan.brown@unifiedfire.com.au)

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

29/4/24