

## Plumbing and Fire Sprinklers Award 2020

The [Plumbing and Fire Sprinklers Award 2020](#) is an industry and occupational Award which covers many different types of roles contained within the plumbing and fire sprinkler industry. For the purpose of this Award summary, it will be focused towards Plumbing and associated roles and will not include details of fire sprinkler fitting.

The following are some key items of this Award, please refer to the Award for full references of clauses.

### Coverage – Clause 4

The *Plumbing and Fire Sprinklers Award 2020* covers the following:

- a) employers throughout Australia in the industry of the provision of plumbing and/or fire sprinkler fitting services by contract and their employees in the classifications listed in [Schedule A – Classification Definitions](#); and
- b) employers throughout Australia with respect to their employees engaged in the occupations of plumbing and/or fire sprinkler fitting classifications within [Schedule A – Classification Definitions](#), and to those employees.

Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

#### Plumbing means:

plumbing, gas fitting, roof plumbing, lead burning, ship plumbing, heating, air conditioning or ventilation plumbing, irrigation installation, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in **construction work** or any work in or in connection with:

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

### Individual Flexibility Arrangements – Clause 5

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

- a) arrangements for when work is performed; or
- b) overtime rates; or
- c) penalty rates; or
- d) allowances; or
- e) annual leave loading.

An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

An agreement may only be made after the individual employee has commenced employment with the employer.

Refer to the Award for further provisions relation to Individual flexibility arrangements.

### Requests for flexible working arrangements – Clause 6

<p>An employee may request a change in working arrangements. As set out in Clause <a href="#">65</a> of the <a href="#">Fair Work Act 2009</a> (the Act), the request must be in writing and set out details of the change sought and of the reasons for the change.</p> <p>Where an employee makes a request to their employer for a change in working arrangements relating to circumstances that apply to the employee, the employer must give the employee a written response to the request within 21 days.</p>	<p>NOTE: The employer may only refuse the request on reasonable business grounds (see section 65A(3) of the Fair Work Act 2009).</p> <p>Refer to the <a href="#">Act</a> for further provisions relation to Request for flexible work arrangements.</p>
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### Facilitative Provisions – Clause 7

A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned. Refer to the clause within the Award.

### Types of Employment – Part 2

<p><a href="#">Daily Hire Employee</a> (Plumbing and mechanical services classifications only)</p>	<p>A daily hire employee is considered a full-time employee and therefore entitled to the employment benefits of a full-time employee.</p> <p>A daily hire employee is entitled to <a href="#">the Lost-time loading allowance</a> which forms part of the all-purpose rate of pay.</p>	<p>The following provisions apply to daily hire employees:</p> <ol style="list-style-type: none"> <li>One day's notice of termination of employment will be given by either party or one day's pay must be paid or forfeited;</li> <li>Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work;</li> <li>A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools; and</li> <li>Nothing in <a href="#">Clause 9</a> will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.</li> </ol>
<p><a href="#">Weekly hire Employee</a></p>	<p>A full-time weekly hire employee works an average of 38 ordinary hours per week.</p>	<p>Weekly hire employment is subject to the notice provisions in <a href="#">Clause 33-Termination of Employment</a></p>

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<p><u><a href="#">Part-time Employee</a></u></p>	<p>A part-time employee is engaged to work for fewer than 38 ordinary hours per week and whose hours of work are reasonably predictable.</p> <p><u><i>A part-time employee can be weekly hire or daily hire (for plumbing and mechanical services only)</i></u></p>	<p>Some specific provisions for part-time employees include:</p> <ul style="list-style-type: none"> <li>• A part-time employee is entitled to annual leave and personal/carer's leave on a proportionate basis</li> <li>• Before commencing a period of part-time employment, the employee and the employer will agree in writing: <ul style="list-style-type: none"> <li>○ that the employee may work part-time</li> <li>○ the number of hours to be worked on each particular day of the week (the guaranteed hours); and</li> <li>○ the times at which the employee will start, and finish work each particular day; and</li> <li>○ the classification applying to the work to be performed; and</li> <li>○ upon the period of part-time employment</li> <li>○ PLEASE NOTE the agreement may be changed on a temporary or ongoing basis, provided it is mutually agreed to and in writing and the hours cannot result in the employee working 38 or more ordinary hours per week</li> </ul> </li> <li>• For any time worked in excess of the part-time employees guaranteed hours, the part-time employee must be paid at the overtime rate specified within the Award.</li> </ul> <p>Refer to the Award for changes of regular pattern or work by the employer and review of guaranteed hours.</p>
<p><u><a href="#">Casual Employee</a></u></p>	<p>A casual employee must work less than an average of 38 ordinary hours or 5 days per week over any 2 successive weeks.</p> <p>In addition to the hourly minimum rate for a weekly hire employee appropriate for the type of work, a casual employee must be paid an additional <b>25%</b> of the hourly minimum rate.</p> <p>This is paid instead of public holidays, paid leave, notice of termination and redundancy entitlements prescribed for other employees in this award.</p>	<p>The minimum payment is for 3 hours of employment.</p> <p>A casual is entitled to overtime rates when they work overtime.</p> <p>An employer engaging a casual employee, must adhere to the casual definition contained within <a href="#">Fair Work Act 2009 s15A</a> and comply with the provisions of the <i>Plumbing and Fire Sprinklers Award 2020</i>.</p> <p>Offers and requests for <a href="#">casual conversion</a> are in accordance with the NES.</p>

<p><a href="#"><u>Apprentice</u></a></p>	<p>An apprentice engaged under this Award is in the trade or occupation of plumbing and fire sprinkler fitting in all States and Territories.</p> <p>All apprentices under this award will be apprenticed for a nominal period of 4 years of training.</p> <p>The ordinary hours of employment of apprentices will not exceed 38 hours.</p> <ul style="list-style-type: none"> <li>• No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they choose to do so.</li> <li>• No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at a <b>Registered Training Organisation</b> as required by any statute, award or regulation applicable to them.</li> </ul>	<p>The apprentice will be released by the employer to attend a <b>Registered Training Organisation</b> during ordinary working hours of work for the purposes of undertaking the off the-job component of the apprenticeship training without loss of pay.</p> <p>Time spent by an apprentice, other than an apprentice undertaking a school-based apprenticeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time spent worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentices employment conditions.</p>
<p><a href="#"><u>Adult apprentice</u></a></p>	<p>For the purpose of this award, <b>adult apprentice</b> means a person of 21 years of age or over at the time of entering into a training agreement or apprenticeship contract to a trade within the scope of this award.</p>	<p>Where a person was employed by an employer immediately prior to becoming an <b>adult apprentice</b> with that employer, such person will not suffer a reduction in the rate of pay as a result of entering into a training agreement.</p>
<p><a href="#"><u>School-Based apprentice</u></a></p>	<p>A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.</p> <p>A school-based apprentice is considered a part time employee and the provisions and entitlements of part-time employment apply.</p>	<p>Where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is <b>25%</b> of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.</p> <p>School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.</p>
<p><a href="#"><u>Peak Sports Apprenticeships</u></a></p>	<p>A peak sports apprentice is a person who is undertaking an apprenticeship in accordance with this award while also being contracted to play sport at a peak level.</p>	<p>Peak sports apprenticeships are only available to persons contracted to play at a peak level for clubs or teams participating in competitions conducted by, or under the auspices of, Relevant National Sports Associations. Relevant National Sports Associations as at the date of this schedule are:</p> <ol style="list-style-type: none"> <li>a. Australian Rugby League Commission (ARLC) and the National Rugby League (NRL);</li> </ol>

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		b. Australian Football League (AFL); c. Football Federation Australia (FFA); d. Cricket Australia; and e. Australian Rugby Union (ARU).
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**Ordinary hours of work – Clause 15**

<a href="#"><u>Ordinary hours of work over a 4-week work cycle</u></a>	<p>The average ordinary hours worked will be 38 per week for a 4-week work cycle.</p> <p>Ordinary hours are worked between 7.00am and 6.00pm Monday to Friday inclusive – subject to <a href="#"><u>15.3 – Early start</u></a> and <a href="#"><u>23 – Penalty rates</u></a>.</p>	<p>Averaging hours allow for fluctuations throughout the week where the employee may work on particular days. For example:</p> <ul style="list-style-type: none"> <li>• Monday = 8 hours</li> <li>• Tuesday = 9 hours</li> <li>• Wednesday = 6 hours</li> <li>• Thursday = 7 hours</li> <li>• Friday = 8 hours</li> <li>• TOTAL = 38 hours</li> </ul> <p>PLEASE NOTE: overtime would then apply at the end of the week, and it would be at 150% first 2 hours than 200% thereafter – this is across the week and not per day.</p>
<a href="#"><u>Ordinary Working Hours</u></a>	<p>Ordinary working hours will be worked in a 20 day/4-week cycle, Monday to Friday inclusive.</p>	<p>The roster will be comprised of 19 days of 8 hours with 0.4 of one hour each day worked accruing to be paid as a rostered day off (RDO) in each cycle.</p>
<a href="#"><u>Alternative methods of arranging ordinary hours &amp; rostered days off</u></a>	<p>Agreement between employer and majority of employees may agree to an alternate method of arranging ordinary hours.</p>	<p>Alternate methods may include:</p> <ol style="list-style-type: none"> <li>a) how the hours are to be averaged within a work cycle;</li> <li>b) the duration of the work cycle, provided that such duration will not exceed 3 months;</li> <li>c) rosters which specify starting and finishing times;</li> <li>d) substitution of RDOs;</li> <li>e) accumulation of RDOs;</li> <li>f) arrangements which allow for flexibility in the taking of RDOs; and</li> <li>g) the arrangement of ordinary hours which exceed 8 hours on any day, provided such hours are within the spread of hours (7am – 6pm OR 6am – 6pm if early start has been agreed)</li> </ol>
<a href="#"><u>Rostered days off</u></a>	<p>A RDO will be recorded in time and wages records of the employer</p>	<p>Each day of paid leave taken and/or any public holiday occurring during any 4- week cycle will be regarded as a day worked for RDO and all other accrual purposes.</p>
<a href="#"><u>General exception for employers of 10 or fewer employees (not working alongside other building and construction workers)</u></a>		<p>In respect of employers of 10 or fewer employees, an employee may be required to work on their scheduled RDO. In such cases the employee will nominate another day as their RDO to take off at mutual convenience.</p>

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<p><u><a href="#">General exception for employers of fewer than 15 (not working alongside other building and construction workers)</a></u></p>	<p>In respect of employers of fewer than 15 employees and subject to an agreement in writing between the employer and the employee, the employer will pay the employee overtime for any hours worked over 38 hours in any week, instead of accruing RDOs.</p>
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**Breaks – Clause 16**

<p><u><a href="#">Unpaid meal breaks</a></u></p>	<p>An employee will be entitled to an unpaid meal break of at least 30 minutes between noon and 1.00 pm. Work and working time will stop during the meal break</p>	<p>Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be lengthened to not more than 45 minutes with a consequential adjustment to the daily time of finish of work.</p>
<p><u><a href="#">Paid rest break</a></u></p>	<p>An employee will be entitled to a paid rest period of 10 minutes between 9.00 am and 11.00 am.</p>	
<p><u><a href="#">Breaks between working days</a></u></p>	<p>If an employee works so much overtime between the end of work on one day and the start of work on the next day, or if an employee works on a Saturday, Sunday or public holiday and does not have a break of <b>at least 10 consecutive hours</b>, the employer will:</p> <ol style="list-style-type: none"> <li>a) release the employee after the end of the overtime until the employee has had at least <b>10 consecutive hours off</b> duty; and</li> <li>b) pay the employee for any ordinary working time that falls within the period of absence.</li> </ol>	<p>If the employer requires an employee to resume or continue work and the employee has not had 10 consecutive hours off duty, the employer must:</p> <ol style="list-style-type: none"> <li>a) pay the employee at <b>200%</b> of the <b>ordinary hourly rate</b> until the employee is released from duty for 10 consecutive hours; and</li> <li>b) once the employee is released from duty, pay the employee for any ordinary working time that falls within the period of absence.</li> </ol> <p>An employee who has worked continuously (except for work breaks allowed by this award) for 20 hours including holiday work will not be required to continue at or recommence work for at least 12 hours.</p>



### Summary of Breaks

Purpose	Time taken	Duration	Paid/Unpaid	Pay rate
<a href="#">Daily rest</a>	Between 9am -11am	10 mins	Paid	Ordinary rate
<a href="#">Daily meal break<sup>1</sup></a>	Between 12pm -1pm	30 mins (can be up to 45 mins if agreed)	Unpaid	-
<a href="#">Overtime rest</a>	If working after usual ceasing time <sup>2</sup> for 2 hours or more, immediately after the usual ceasing time <sup>3</sup>	20 mins	Paid	Time and a half (150%)
	After each 4 hours of continuous overtime	30 mins	Paid	Double time (200%)
<a href="#">Weekend rest</a>	Employees working overtime on weekends (Saturday, Sunday & Public Holidays)	10 mins	Paid	As though worked <sup>4</sup>
<a href="#">Weekend overtime meal break</a>	After 4 hours of overtime work on a weekend (Saturday, Sunday & Public Holiday)	20 mins	Paid	Relevant overtime rate
	After an additional 4 hours of overtime worked on a weekend (Saturday, Sunday & Public Holiday)	30 mins	Paid	Relevant overtime rate

**NOTES:**

<sup>1</sup>If an employer requires the employee to work through their meal break, the employee must be paid double time (200%) until they are allowed to take their meal break. Where the meal break is shortened by agreement, the employer will pay the employee for the period by which the meal break was shortened, which will then form part of their ordinary hours.

<sup>2</sup> Usual ceasing time is the end of ordinary hours including time worked for accrual purposes (clause [22.7\(c\)](#)), e.g. for an employee who works a 40-hour week and accrues Rostered Days Off in accordance with clause 15 of the Award, the usual ceasing time will be after they have worked 8 hours each day.

<sup>3</sup> Provided that, if an employee stays at work for 2 hours or more after the usual ceasing time without taking this rest break, they will be regarded as having worked 20 minutes more and will be paid accordingly (clause [22.7\(b\)](#)).

<sup>4</sup> i.e. paid at whatever rate they would receive if they were working during that break.

Please note that different arrangements may apply for employees engaged in shift work under clause [23.1](#) of the Award.

### Overtime – Clause 22

Please refer to this clause for information on what is considered reasonable overtime and the factors to be considered.

Day		Full-time and part-time employees % ordinary hourly rate	Casual employees, inclusive of casual loading % ordinary hourly rate
<b>Monday to Friday</b> —all employees An employee recalled to work after leaving work premises, entitled to minimum of 3 hours, or be paid for 3 hours	First 2 hours	150%	175%
	After 2 hours	200%	225%
<b>Saturday</b> Plumbing and Irrigation employees Minimum of 3 hours of work, or be paid for 3 hours	First 2 hours	150%	175%
	After 2 hours	200%	225%
	After 12 Noon	200%	225%
<b>Sunday</b> – all employees Minimum 4 hours, or be paid for 4 hours	All day	200%	225%
<b>Public holidays</b> – all employees Minimum 4 hours, or be paid for 4 hours	All day	250%	275%
<b>Work commenced after midnight and before start of ordinary hours on any day</b>		200%	225%
<a href="#"><u>Time off instead of payment for overtime</u></a>	An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. Each occasion must have a separate agreement, example in <a href="#"><u>Schedule J – Agreement for Time off instead of payment for overtime.</u></a>	The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.  <b>EXAMPLE:</b> By making an agreement under this clause, an employee who worked 2 overtime hours is entitled to 2 hours' time off.	

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### Penalty Rates – Clause 23

<u>Shiftwork</u>	Where an employee is directed by the employer to work ordinary hours <b>between midnight on Sunday and midnight on Friday</b> , and: a) the employee is <i>given no less than 48 hours' notice</i> prior to the commencement of shiftwork by the employer; and b) the work is for 5 or more consecutive shifts; the employee will be paid <b>133%</b> of their <b>ordinary hourly rate</b> of pay for such ordinary hours worked.	Where an employee is directed by the employer to work ordinary hours between <b>midnight on Sunday and midnight on Friday</b> , and the employee is: a) given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or b) the work is for less than 5 consecutive shifts; the employee will be paid <b>150%</b> of their <b>ordinary hourly rate</b> for the first 2 hours and <b>200%</b> of their <b>ordinary hourly rate</b> thereafter for such ordinary hours worked.
<u>Weekend work</u>	<b>Day</b>	<b>% of the ordinary hourly rate</b>
	Between midnight on Friday and midnight on Saturday	First 2 hours 150% After 2 hours 200%
	Between midnight on Saturday and midnight on Sunday	200%
<u>Public Holidays</u>	Where an employee is directed to work ordinary hours on a public holiday minimum payment of 4 hours.	250%
<u>Application of penalty rates</u>	All penalty rates will be exclusive of each other (i.e. only one penalty rate will be payable at any given time)	Penalty rates will not apply where overtime is payable.

### Fares and Travel – Clause 21.9

	<b>Details</b>	<b>Travelling Time Allowance</b>	<b>Fares Allowance</b>
<u>Fares and Travel</u>	Employee is required to start or finish on the job using own vehicle	Paid	Paid
	Employee is required to start or finish on the job using public transport	Paid	Paid
	Employee is required to start or finish on the job provided with or offered transport	Paid	Not Paid
	Employee is required to start and finish at the workshop	Not Paid	Not Paid
	Employee is provided with or offered accommodation at job site	Not Paid	Not Paid
	RDO's (where the employee normally receives standard fares and travelling time allowances)	Paid	Paid
	Annual Leave	Not Paid	Not Paid
	Public Holidays	Not Paid	Not Paid
	Personal Leave (e.g. Sick Leave)	Not Paid	Not Paid
<u>Fares allowance</u>	Subject to table above, employees will be paid a fares allowance of <b>\$15.81</b> per day.		

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	Plumbing and mechanical services and irrigation installer employees, the standard travelling time component is an amount the equivalent of <b>25%</b> of the minimum hourly rate of the employee's classification per day, within a <b>defined radius of 50kms</b> (from employer's normal base or workshop or local post office)
<a href="#"><u>Travelling time allowance beyond the defined radius</u></a>	Where an employee is required to work at a job site beyond the <b>defined radius</b> , an additional travelling time component is to be paid per day of either: a) an amount equivalent to <b>25%</b> of the respective minimum hourly rate; or b) an amount equivalent to the actual time incurred in travelling the distance from the defined radius to the job site and the return from the job site to the defined radius; whichever is the greater.
<a href="#"><u>Transfer between job sites during working hours</u></a>	Where the employer requests an employee to use their own vehicle to travel between job sites within the <b>defined radius</b> , during ordinary working hours, and the employee agrees to do so the employee will be paid an allowance at the rate of <b>\$0.98</b> per kilometre.
<a href="#"><u>Mileage allowance for travel beyond defined radius</u></a>	Where an employee uses their own vehicle for travel <b>beyond the defined radius</b> is to be paid an amount equivalent to \$0.54 per kilometre.
<a href="#"><u>Living away from home – distant work</u></a>	Refer to the Award for <a href="#"><u>Entitlement</u></a> , <a href="#"><u>Travelling expenses</u></a> , <a href="#"><u>forward journey</u></a> , <a href="#"><u>return journey</u></a> , <a href="#"><u>weekend return home</u></a> .

#### **Inclement Weather – Clause 21.11**

<a href="#"><u>Definition of inclement weather</u></a>	The existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.
<a href="#"><u>Conference procedure for inclement weather</u></a>	The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.
<a href="#"><u>Restrictions on payments</u></a>	An employee will not be entitled to payment for inclement weather, unless the employee remains on-the-job until the provisions set out in above have been observed.
<a href="#"><u>Payment for lost time due to inclement weather</u></a>	An employee will be entitled to payment by their employer for ordinary time lost through inclement weather for up to, but not more than 32 hours in every period of 4 weeks. The following conditions will apply: a) the first period will commence on the first Monday on or after the 1 January each year, and subsequent periods will commence at 4 weekly periods thereafter; b) the employee will be credited with 32 hours at the commencement of each 4-weekly period. Hours will not accumulate or be carried over; c) if an employee commences employment during a 4 weekly period they will be credited 8 hours for each week, or part of a week, that the employee is employed during the 4 weekly period; d) the number of hours credited to an employee will be reduced by the number of hours for which payment is made; and

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	e) payment under this clause will be weekly.
<a href="#">Transfer to work site due to inclement weather</a>	Employees may be transferred (and either paid \$0.80 per km for using own vehicle, or is transferred by the employer) from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather.
<a href="#">Employees required to work in inclement weather</a>	Employees required to work in inclement weather will only be obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/or to secure or make the site safe as circumstances require. Employees engaged on such work must be paid <b>200%</b> of the <b>ordinary hourly rate</b> .
<a href="#">Cessation and resumption of work</a>	<ul style="list-style-type: none"> <li>At the time employees cease work due to inclement weather the employer or their representative on site and the employees' representative will agree and note the time of cessation of work.</li> <li>After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.</li> </ul>
<a href="#">Remaining on site</a>	<p>Where, because of wet weather, the employees are prevented from working:</p> <ul style="list-style-type: none"> <li>for more than an accumulated total of 4 hours of ordinary time in any one day;</li> <li>after the meal break, as provided in clause <a href="#">16.1</a>, for more than an accumulated total of <b>50%</b> of the normal afternoon work time;</li> <li>during the final 2 hours of the normal workday for more than an accumulated total of one hour;</li> </ul> <p>the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above. Where, by agreement between the employer and/or their representative and the employees and/or their representative, the employees remain on site beyond the periods specified, any such additional wet time must be paid for but will not be debited against the employees' hours. Wet time occurring during overtime will not be taken into account for the purposes of clause <a href="#">21.11(i)</a>.</p>
<a href="#">Rain at starting time</a>	<p>Despite the provisions of clause <a href="#">21.11(f)</a> where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they may be required to go to work in a dry area or to be transferred to another site where:</p> <ul style="list-style-type: none"> <li>the rain stops;</li> <li>a covered walk-way has been provided;</li> <li>the sheds are under cover and the employees can get to the dry area without going through the rain; or</li> <li>adequate protection is provided. Protection will, where necessary, be provided for the employee's tools.</li> </ul>

### Superannuation – Clause 20

An employer is required to comply with Superannuation legislation and make relevant employer contributions as determined by the legislation. An employee can make voluntary contributions as well.

#### Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions in the following situations:

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

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### Leave and Public Holidays – Part 6

<p><u><a href="#">Annual Leave</a></u></p>	<ul style="list-style-type: none"> <li>• A full-time employee receives 4 weeks annual leave per year.</li> <li>• A part-time employee receives a pro-rata of 4 weeks annual leave per year based on ordinary hours</li> <li>• A casual employee is not entitled to annual leave.</li> </ul> <p>In addition to the entitlement to annual leave in the <a href="#">NES</a>, employees who work or are required to be on-call for any part of 26 weekends or more in any year of employment are entitled to <b>an additional week's annual leave</b> on the same terms and conditions.</p>	<p>Annual leave carries over year to year.</p> <p>For an employee other than a shiftworker or casual, the additional payment when taking annual leave is either:</p> <ul style="list-style-type: none"> <li>• 17.5% of the employee's minimum hourly rate for all ordinary hours of work in the period;</li> <li>OR</li> <li>• The employee's minimum hourly rate for all ordinary hours of work in the period inclusive of penalty rates.</li> </ul> <p>If an employer intends to have a Temporary shutdown in conjunction with the Christmas and New Year period, the employer must provide 2 months' notice of a temporary shutdown. If an employee does not have enough annual leave for the temporary shutdown period, the employer and employee may need to agree in writing for the employee to use leave without pay during that part of the temporary shutdown.</p> <p>Where an employee is receiving over-award payments such that the base rate of pay is higher than the rate specific under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave.</p>
<p><u><a href="#">Personal/carer's leave</a></u></p>	<ul style="list-style-type: none"> <li>• A full-time employee is entitled to 10 days personal/carer's leave per year</li> <li>• A part-time employee receives a pro-rata amount of personal/carer's leave based on ordinary hours of work.</li> <li>• A casual employee may only be absent from work due to personal/carer's leave for up to 48 hours unpaid.</li> </ul>	<p>Personal/carer's leave carries over year to year.</p> <p>For details of when an employee can be absent from work due to personal/carer's leave, refer to the Award and the National Employment Standards (NES) within the <i>Fair Work Act 2009</i>.</p>
<p><u><a href="#">Family and domestic violence leave</a></u></p>	<p>All employees (including full-time, part-time, casual) are entitled to 10 days paid leave in a 12 months period of the employee's employment. This leave does not accumulate from year to year</p>	<p>The employee may take paid family and domestic violence leave if:</p> <ol style="list-style-type: none"> <li>a) the employee is experiencing family and domestic violence; and</li> <li>b) the employee needs to do something to deal with the impact of the family and domestic violence; and</li> <li>c) it is impractical for the employee to do that thing outside the employee's work hours.</li> </ol> <p>For example, attending court hearings, accessing counselling services, attending appointments with medical, financial or legal professionals.</p>

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<a href="#">Public Holidays</a>	Full-time and part-time employees are entitled to be paid for a public holiday and not required to work, if the public holiday falls on their ordinary working day/hours.  Casual employees are entitled to payment on a public holiday when they work on the public holiday	Where an employee is directed to work ordinary hours on a public holiday or substitute days as prescribed in clause <a href="#">29-Public holidays</a> , the employee will be paid at <b>250%</b> of their <b>ordinary hourly rate</b> for such ordinary hours worked.  Refer to the Award for specific on part-day public holidays and substitute days.
<a href="#">Other entitlements</a>	Refer to the Award and the NES - <a href="#">Parental leave and related entitlements</a> , <a href="#">Community Service leave</a> .	

### Workplace Delegates, Consultation and Dispute Resolution – Part 7

**[Workplace Rights – Clause 29A](#)** - Please note this is a new clause – please refer to the Award for further provisions.

A workplace delegate (a person appointed or elected in accordance with the rules of an employee organisation, to be a delegate or representative) must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election. An employee who ceases to be a workplace delegate Right of representation must give written notice to the employer within 14 days.

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- a. consultation about major workplace change;
- b. consultation about changes to rosters or hours of work;
- c. resolution of disputes;
- d. disciplinary processes;
- e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- f. any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

Please refer to the Award for specific details on:

- [consultation about a major workplace change](#),
- [consultation about changes to rosters or hours of work](#),
- [dispute resolution](#)



### Termination of Employment – Part 8

The National Employment Standards (NES) set out the requirements for notice of termination by an employer S117 and S123 of the *Fair Work Act 2009*.

Employee's period of continuous service with the Employer at the end of the day the notice is given	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- If the employee is over 45 years of age and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given, then the employee receives an additional 1 week notice if the employee is terminated or made redundant.
- The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.
  - PLEASE NOTE: If an employee who is at least 18 years old does not give the period of notice required, then the employer may deduct from wages (not leave) due to the employee under this award an amount that is no more than one week's wages for the employee.

### Industry Specific Redundancy Scheme – Clause 34

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

<u>Definition</u>	<ul style="list-style-type: none"> <li>• <b>Redundancy</b> means a situation where an employee ceases to be employed by an employer other than for reasons of misconduct or refusal of duty. <b>Redundant</b> has a corresponding meaning.</li> <li>• <b>Week's pay</b> means the <b>all-purpose rate of pay</b> (as defined) at the time of termination for the employee concerned.</li> <li>• Any period of service as a casual will not entitle an employee to accrue service in accordance with clause <b>34.3</b> for that period.</li> </ul>	
<u>Redundancy Pay</u>	<b>Period of Continuous service with an employer</b>	<b>Amount of Redundancy pay</b>
	Less than a year	1.75 hours pay for each completed week of service (doesn't apply if the employee resigns)
	1 year but less than 2 years	2.4 weeks' pay plus 1.75 hours pay for each completed week of service in the second year (capped at 4.8 weeks)
	2 years but less than 3 years	4.8 weeks' pay plus 1.6 hours pay for each completed week of service in the third year (capped at 7 weeks)
	3 years but less than 4 years	7 weeks' pay plus 0.73 hours pay for each completed week of service in the fourth year (capped at 8 weeks)
	4 years or more	8 weeks' pay

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<a href="#"><u>Service as an apprentice</u></a>	Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with clause if the employee completes an apprenticeship and remains in employment <b>with that employer for a further 12 months.</b>
Other provisions	Refer to the Award

**[Classification Definitions – Schedule A](#)**

Refer to Schedule A for information about duties of each different level within the Award.