



# DECISION

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

**Victorian Hospitals' Industrial Association**  
(AG2018/1746)

## **VICTORIAN PUBLIC HEALTH SECTOR MAINTENANCE MULTI EMPLOYER AGREEMENT 2017-2021**

Building, metal and civil construction industries

DEPUTY PRESIDENT COLMAN

MELBOURNE, 6 DECEMBER 2018

*Application for approval of the Victorian Public Health Sector Maintenance Multi Employer Agreement 2017-2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Victorian Public Health Sector Maintenance Multi Employer Agreement 2017-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian Hospitals' Industrial Association. The agreement is a multi-enterprise agreement.

[2] The Employers have provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Construction, Forestry, Mining and Energy Union and The Australian Manufacturing Workers Union being bargaining representatives for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers these organisations.

[5] The Agreement was approved on 6 December 2018 and, in accordance with s.54, will operate from 13 December 2018. The nominal expiry date of the Agreement is 30 August 2021.



DEPUTY PRESIDENT

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## Annexure A



Victorian Hospitals' Industrial Association

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### UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (Cth)

#### ***Victorian Public Health Sector (Maintenance) Multi-Employer Agreement 2017-2021***

#### **AG2018/1746 - Application by Victorian Hospitals' Industrial Association**

Each Employer gives the following undertakings in respect to the *Victorian Public Health Sector (Maintenance) Multi-Employer Agreement 2017-2021* ("the Agreement"):

#### **Personal leave**

(a) Subject to clause 49 of the Agreement, an employee will receive:

- 1 day of personal leave per month in their first year of service;
- 14 days in each year in the second, third and fourth years of service;
- 21 days in the fifth and following years of service.

#### **Rates of pay**

(b) The following classifications:

- Plumber Labourer Year 1,
- Drainer 2nd year,
- Drainer 3rd year,
- Junior Apprentice Plumber – 1<sup>st</sup> year,
- Junior Apprentice Plumber – 2<sup>nd</sup> year,
- Apprentice Mechanic Trades – 1<sup>st</sup> year,
- Apprentice Mechanic Trades – 2<sup>nd</sup> year,
- Apprentice Electrical Trades – 1<sup>st</sup> year,
- Apprentice Electrical Trades – 2<sup>nd</sup> year,
- Boiler Attnd – Firemen,
- Boiler Attnd/Engine Driver,
- Boiler Attnd/Engine Driver Year 5 (Senior),
- Boiler Attnd/Engine Driver (Junior u/16 yr),
- Boiler Attnd/Engine Driver (Junior 16 yr),

will be paid no less than the rate of pay provided for in the applicable modern award.

(c) Where a Metal Industry Employee, who because of the effects of a disability is eligible for a supported wage under the terms of this Agreement, will be paid the minimum amount payable as provided for at clause E.4.2 of Schedule E of the *Manufacturing and Associated Industries and Occupations Award 2010*.

*Our members care for people. VHIA cares for its members.*

- (d) Where a Joinery and Building Trades Employee, who because of the effects of a disability is eligible for a supported wage under the terms of this Agreement, will be paid the minimum amount payable per week as provided for at clause E.4.2 of Schedule E of the *Joinery and Building Trades Award 2010*.

#### **Allowances**

- (e) In accordance with Schedule B of the Agreement, Plumbing Industry Employees, who are eligible to receive a leading hand allowance, will be paid no less than the leading hand allowance provided for at clause 21.1(k) of the *Plumbing and Fire Sprinklers Award 2010*.
- (f) In accordance with Schedule C of the Agreement, Metal Industry Employees, who are eligible to receive a leading hand allowance, will be paid no less than the leading hand allowance provided for at clause 32.1(a) of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (g) In accordance with clause 41.9, where a Metal Industry Employee is eligible to receive a meal allowance, they will be paid no less than the meal allowance provided for at clause 40.11 of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (h) In accordance with clause 41.9.3(b), where an Engine Driver and Firemen Industry Employee is eligible to receive a meal allowance, they will be paid no less than the meal allowance provided for at clause 40.11 of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (i) In accordance with Schedule D of the Agreement, Joinery and Building Trade Employees, who are eligible to receive a leading hand allowance, will be paid no less than the leading hand allowance provided for at clause 24.1(a) of the *Joinery and Building Trades Award 2010*.

#### **Part-time employees**

- (j) In accordance with clause 17.2.1, a part-time Metal Industry Employee, will be engaged in accordance with clause 13.2 of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (k) In accordance with clause 17.2.2, a part-time Joinery and Building Trades Products Industry Employee, will be engaged in accordance with clause 11.2 of the *Joinery and Building Trades Award 2010*.
- (l) In accordance with clause 17.2.3, a part-time Engine Driver and Firemen Industry Employee, will be engaged in accordance with clause 13.2 of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (m) Where a part-time employee is required to work outside their agreed hours, they will receive overtime in accordance with clause 41 of the Agreement.

### Casual employees


- (n) In accordance with clause 17.3.3 of the Agreement, a casual Engine Driver and Firemen Industry Employee, will be paid per hour 1/38<sup>th</sup> of the weekly agreement wage for the work in which the casual employee performs plus 25%.


### Shift penalties


- (o) In accordance with clause 87.4 of the Agreement, a Joinery and Building Trades Products Industry Employee who performs an early afternoon shift, will be paid in accordance with clause 28.3(d) of the *Joinery and Building Trades Award 2010*.

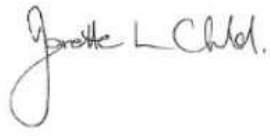
### Span of Hours


- (p) Where agreement is reached to extend the span of ordinary hours of work to no more than 12 hours in accordance with clause 39, and the employee is required to work ordinary hours beyond those prescribed in clause 38, the overtime provisions at clause 41 will apply. Such agreement shall be between the Employer and individual trade groups, or if there is only one employee in a trade group at a particular health service, negotiations may take place between the Employee and his or her representative and the Employer.


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Louise Vecchi	Senior Employee Relations Advisor	Alfred Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Kevin Stewart	Director Employee Relations	Ballarat Health Services	

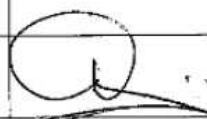
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Perry Muncaster	Chief – Workforce & Culture	Barwon Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Jan Child	Chief Executive Officer	Bass Coast Health	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Janine Holland	Chief Executive Officer	Benalla Health	

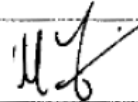
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Andrea Noonan	Executive Director People and Culture	Bendigo Health Care Group	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Vicky Mellington	HR MANAGER	Castlemaine Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Kevin GRAY	General Manager Human Resources	Central Gippsland Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Niki Howells-Schramm	Director, Workplace Relations	Eastern Health	




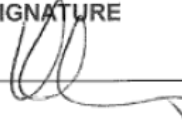
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Mark Fischmann	Executive Director Human Resources	Echuca Regional Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Stacey Weeks	Executive Director Workforce	Goulburn Valley Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Narelle McBride	ED – People, Culture & Development	Hepburn Health Services	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Gerard White	Interim Director Health, Safety and Employee Relations	Melbourne Health	

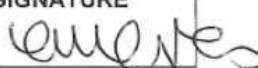
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
AVINASH KUMAR	DIRECTOR OF WORKFORCE	MILDURA BASE HOSPITAL	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
INSERT FULL NAME Karen Ann Lowe	INSERT POSITION Executive Director People + Culture	INSERT EMPLOYER NAME Monash Health	INSERT SIGNATURE 


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Margaret Bennett	Chief Executive Officer	Northeast Health Wangaratta	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Michelle Fenwick	Executive Director People & Culture	Northern Health	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Fleur Behrens	Director People & Culture	Peninsula Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
INSERT FULL NAME Christine Giles	INSERT POSITION Chief Executive Officer	INSERT EMPLOYER Portland District Health	INSERT SIGNATURE 


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Kim Attwood	People and Culture Business Partner	The Royal Victorian Eye and Ear Hospital	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Edward Rayment	CEO	Swan Hill District Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Daniel Weeks	Chief Executive Officer	West Gippsland Healthcare Group	

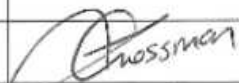



Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Ritchie Dodds	Chief Executive Officer	West Wimmera Health Service	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Ilze Keevy	HRM	Western District Health Service	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
<b>INSERT NAME</b> Gillian Shadden	<b>INSERT POSITION</b> Director People Culture + Safety	<b>INSERT EMPLOYER</b> Western Health	<b>INSERT SIGNATURE</b> 

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Catherine Morley	CEO	Wimmera Health Care Group	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Lisa Grossman	Business Partner People & Workforce	Albury Wodonga Health	 26/10/18

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
GRAEME MITCHELL	HUMAN RESOURCES MANAGER	SOUTH WEST HEALTHCARE	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
<b>INSERT FULL NAME</b> Rebecca Roberts	<b>INSERT POSITION</b> Acting ED - people & Corporate support	<b>INSERT EMPLOYER NAME</b> St Vincents Hospital (Melbourne)	<b>INSERT SIGNATURE</b> 

**Victorian Public Health Sector (Maintenance) Multi-Employer Agreement  
2017-2021**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

## **PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT**

### **1 TITLE**

This Agreement shall be known as the *Victorian Public Health Sector Maintenance Multi Employer Agreement 2017-2021*.

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### **3 INCIDENCE AND COVERAGE**

#### **3.1** The parties to this Agreement are:

**3.1.1** The employers listed in **Schedule A** of this Agreement;

**3.1.2** All employees employed in any of the classifications listed in **Schedules B to E of this Agreement**, who are employed by the employers listed in **Schedule A** of this Agreement; and

**3.1.3** If they are named by Fair Work Commission as parties covered by the Agreement:

- (a) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union know as the Australian Manufacturing Workers Union ("AMWU");
- (b) the Construction Forestry Mining and Energy Union (CFMEU); and
- (c) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), including the Branch referred to as the Electrical Trades Union (ETU);

as bargaining representatives for this Agreement.

#### **3.2** Without affecting the generality of the above **clause 3.1**:

**3.2.1 Part 7** of this Agreement applies only to those employees whose employment is covered by the classifications set out in **Schedule B** (Wages and Wage Based Allowances – Plumbing Industry Employees) who are employed by an employer listed in **Schedule A**.

**3.2.2 Part 8** of this Agreement applies only to those employees whose employment is covered by the classifications set out in **Schedule C** (Wages and Wage Based Allowances – Metal Industry Employees) who are employed by an employer listed in **Schedule A**.

**3.2.3 Part 9** of this Agreement applies only to those employees whose employment is covered by the classifications set out in **Schedule D** (Wages and Wage Based Allowances – Joinery & Building Trades Products Industry Employees) who are employed by an employer listed in **Schedule A**.

**3.2.4 Part 10** of this Agreement applies only to those employees whose employment is covered by the classifications set out in **Schedule E** (Wages and Wage Based Allowances – Engine Drivers & Firemen Industry Employees) who are employed by an employer listed in **Schedule A**.

### **4 COMMENCEMENT & PERIOD OF OPERATION**

**4.1** This Agreement shall come into effect seven days from the date of approval by Fair Work Commission and shall nominally expire on **30 August 2021**.

**4.2** The Agreement shall continue to operate after the nominal expiry date in accordance with the provisions of the *Fair Work Act 2009* (Cth).

- 4.3** The parties will commence negotiations for a new enterprise agreement six months prior to the nominal expiry date. After 3 months, if no agreement is reached, the parties will refer the matter to conciliation at Fair Work Commission.

## **5 RELATIONSHIP TO PREVIOUS INDUSTRIAL INSTRUMENTS**

- 5.1** In drafting this Agreement, the Parties have consolidated a number of existing industrial instruments and Heads of Agreement. As a consequence, this Agreement is a comprehensive agreement that operates to the exclusion of any other industrial instrument and Heads of Agreement.

- 5.2** The parties agree that as a result of the consolidation, some clauses or words may have been inadvertently or mistakenly left out through no fault of any party to this agreement. If it is proven that an existing entitlement has been left out as a result of this process, the parties agree to vary this Agreement to have the issue fixed. Where there is a dispute about the intent or meaning of an omitted or deleted clause regard may be had to the antecedent documents.

## **6 INTENTIONALLY LEFT BLANK**

This clause has been intentionally left blank.

## **7 BENCHMARKING, PRODUCTIVITY & FLEXIBILITY**

This Agreement is seen by the parties as a mechanism to improve the efficiency and effectiveness of the maintenance functions through enhanced productivity and flexibility achieved through workplace reform measures and the elimination of waste across the Health Services. The ultimate objective is the long term viability of the Health Services and their constituent health facilities, and the achievement of engineering and maintenance services that meet competitive benchmarks.

To this end, the parties agree that benchmarking is an element in ensuring that services are provided at a best practice standard as it relates to cost efficiency and quality of work. In the event that the employer decides to benchmark the employer will negotiate and reach agreement with the union parties to this Agreement prior to implementation.

Security of employment and improved job satisfaction can only be provided if there is commitment to and achievement of these aims.

The following measures are agreed in principle and their detailed application is to be resolved at the local level.

- Acknowledgement by the parties to this Agreement that the Health Services commitment to the achievement of best practice will be a first priority.
- A commitment to continuous improvement and best practice in all aspects of service delivery.

## **8 NO DISADVANTAGE**

- 8.1** No employee shall suffer any loss or diminution of entitlements (whether accrued or otherwise) or terms and conditions of employment by reason of this Agreement coming into force other than where expressly varied by this Agreement.

- 8.2** It is agreed that the terms and conditions of employment (incl. the rates of pay) as set out in this Agreement will be the minimum terms for Employees working in the classifications covered by the Agreement. It is not intended by the parties to this Agreement that the making of this Agreement would displace any pre-existing arrangements which have already been entered into at the local level.

## **9 NO FURTHER CLAIMS**

This Agreement is reached in full and final settlement of all matters subject to claims by all parties and for the life of the Agreement no further claims will be made or supported by the parties (either collectively or individually), which would have the effect of increasing the net operating costs of any Employer above the net costs directly attributable to the implementation of the terms of this Agreement.

## **10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 10.1** An employee and the employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the employee and employer. An individual flexibility arrangement must be genuinely agreed to by the employee and employer.
- 10.2** An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:
- 10.2.1** arrangements about when work is performed (**clause 37** and **clause 38**); and
  - 10.2.2** salary sacrifice arrangements (**clause 27**);
- 10.3** An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 10.4** The employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 10.5** The employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and employer. If the employee is under 18 the arrangement must also be signed by a parent or guardian of the employee.
- 10.6** The employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 10.7** The employer must ensure that any individual flexibility arrangement sets out:
- 10.7.1** the terms of this enterprise agreement that will be varied by the arrangement;
  - 10.7.2** how the arrangement will vary the effect of the terms;
  - 10.7.3** how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - 10.7.4** the day on which the arrangement commences.
- 10.8** The employer must ensure that any individual flexibility arrangement:

**10.8.1** is about matters that would be permitted matters under section 172 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement;

**10.8.2** does not include any term that would be an unlawful term under section 194 of the *Fair Work Act 2009* as if the arrangement were an enterprise agreement; and

**10.8.3** provides for the arrangement to be terminated:

- (a) by either the employee or employer giving a specified period of written notice, with the specified period being not more than 28 days; and
- (b) at any time by written agreement between the employee and employer.

**10.9** An individual flexibility arrangement may be expressed to operate for a specified term or while the employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the employee ceases to perform the specified role unless terminated earlier on notice or by agreement.

## **11 DEFINITIONS**

In addition to the definitions herein described in this clause additional definitions specific to individual employment categories are contained in **clause 60** (specific to **Plumbing Industry Employees**) and **clause 80** (specific to **Joinery & Building Trades Products Industry Employees**).

**11.1** **Act** means the *Fair Work Act 2009* as amended from time to time.

**11.2** **Agreement** means the *Victorian Public Health Sector Maintenance Multi-Employer Enterprise Agreement 2013-2016*.

**11.3** **Engine Drivers & Firemen Industry Employee means** those employees previously covered by the Engine Drivers and Firemen – *General – Award 1998* and currently employed in any of the classifications shown in **Schedule E of this Agreement**.

**11.4** **Employee** means any person employed in any of the Classifications listed in **Schedules B to E of this Agreement**, who are employed by an employer listed in **Schedule A** of this Agreement.

**11.5** **Employer(s)** means any or all of the organisations listed in **Schedule A** of this Agreement.

**11.6** **FWC** means Fair Work Commission;

**11.7** **Heads of Agreement (HoA)** means the agreement between the Australian Manufacturing Workers Union, Electrical Trades Union, Construction Forestry Mining & Energy Union, Communications, Electrical Plumbing Union and Victorian Hospitals' Industrial Association (on behalf of the employers listed in Attachment 1 of this Agreement) dated 21 May 2009.

**11.8** **Health Service(s)** has the same meaning as Employer(s)



**11.9 Immediate family means:**

- (a) a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple sex or different sexes);
- (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or of the Employee's spouse.

**11.10 Joinery & Building Trades Products Industry Employee** means those employees previously covered by the *National Joinery and Building Trades Products Award 2002* [transitional] and currently employed in any of the classifications shown in **Schedule D of this Agreement**.

**11.11 Metal Industry Employee** means those employees previously covered by the *Metal Industry (Victorian Public Hospitals) Award 2002* [transitional] and currently employed in any of the classifications shown in **Schedule C of this Agreement**.

**11.12 NES** means the National Employment Standards detailed in Part 2-2 of the *Fair Work Act 2009*, as varied from time to time.

**11.13 Plumbing Industry Employee** means those employees previously covered by the *Plumbing Industry (Victorian Government Departments, Instrumentalities & Public Hospitals) Award 2000* [transitional] and currently employed in any of the classifications shown in **Schedule B of this Agreement**.

**11.14 Recognised Emergency Management Body** (for the purposes of **clause 56 – Community Service Leave** including Jury Service) means:

**11.14.1** a body, or part of a body, that has a role or function under a plan that:

- (a) is for coping with emergencies and/or disasters; and
- (b) is prepared by the Commonwealth, a State or Territory; or

**11.14.2** is a fire-fighting, civil defence or rescue body, or part of such body; or

**11.14.3** any other body, or part of a body, a substantial purpose of which involves:

- (a) securing the safety of persons or animals in an emergency or natural disaster; or
- (b) protecting property in a emergency or natural disaster; or
- (c) otherwise responding to an emergency or natural disaster; or

**11.14.4** A body, or part of a body prescribed by the regulations to the FW Act.

But does not include a body that was established (or continued in existence) for the purpose(s), of entitling one or more employees to be absent from their employment.

**11.15 Union(s)** means any or all of the organisations listed in **clause 3.1.3** of this Agreement.

## **PART 2 –CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE**

### **12 DISPUTE RESOLUTION PROCEDURE**

#### **12.1 Resolution of disputes and grievances**

- (a) For the purpose of this clause 12, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
  - (i) this Agreement;
  - (ii) the NES;
  - (iii) a request for flexible working arrangements; or
  - (iv) a request for an additional 12 months parental leave.
- (c) A party to the dispute may choose to be represented at any stage by a representative including a Union or employer organisation. A representative, including a Union or employer organisation on behalf of an Employer, may initiate a dispute.

#### **12.2 Obligations**

- (a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.
- (c) This requirement does not apply where an Employee:
  - (i) has a reasonable concern about an imminent risk to his or her health or safety;
  - (ii) has advised the Employer of the concern; and
  - (iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (d) No party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this clause.

#### **12.3 Dispute settlement facilitation**

- (a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:
  - (i) investigating the circumstances of the dispute; and
  - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.

- (b) An Employee who is part of the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

#### **12.4 Discussion of dispute at workplace**

- (a) The parties will attempt to resolve the dispute at the workplace as follows:
  - (i) in the first instance by discussions between the Employee/s and the relevant supervisor; and
  - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at subclause 12.4(a) will take place within fourteen days or such longer period as mutually agreed save that agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

#### **12.5 Disputes of a collective character**

Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level.

#### **12.6 Conciliation**

- (a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the parties to settle the dispute.
- (b) Conciliation before the Commission is complete when:
  - (i) the parties to the dispute agree that it is settled; or
  - (ii) the Commission member conducting the conciliation, either on their own motion or after an application by a party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or
  - (iii) the parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does not have substantial reason to refuse to regard conciliation as complete.

#### **12.7 Arbitration**

- (a) If, when conciliation is complete, the dispute is not settled, either party may request the Commission proceed to determine the dispute by arbitration.
- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.

- (c) Subject to subclause 12.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

## **12.8 Conduct of matters before the Commission**

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

## **13 CONSULTATION**

### **13.1 Consultation regarding major change**

- (a) Where an Employer proposes a major workplace change that may have a significant effect on an Employee or Employees, the Employer will consult with the affected Employee/s, the Union, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change.
- (c) Consultation will include those who are absent on leave including parental leave.
- (d) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the consultation process.

### **13.2 Definitions**

Under this clause 13:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected employee** means an Employee on whom a major workplace change may have a significant effect.
- (c) **Major change** means a change in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a significant effect on Employees.
- (d) **Significant effect** includes but is not limited to:
  - (i) termination of employment;
  - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;
  - (iii) alteration of the number of hours worked and/or reduction in remuneration;
  - (iv) changes to an Employee's classification, position description, duties or reporting lines;

- (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;
  - (vi) removal of an existing amenity;
  - (vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (e) **Measures to mitigate or avert** may include but are not limited to:
- (i) redeployment;
  - (ii) retraining;
  - (iii) salary maintenance;
  - (iv) job sharing; and / or
  - (v) maintenance of accruals.

### 13.3 Consultation Steps and Indicative reasonable timeframes

- (a) Consultation includes the steps set out below.
- (b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss the Employer's proposal.
- (c) The following table makes clear the relevant steps and indicative timeframes for the consultation process.

Step	Action	Timeframe
1.	Employer provides change impact statement and other written material required by sub-clause 13.4	
2.	Written response from Employees and / or union	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employees or Union	14 days of step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to	14 days of step 5

	consult and, if applicable, to arrange further meetings with Employees or Union prior to advising outcome of consultation	
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#### **13.4 Change Impact Statement (Step 1)**

Prior to Consultation required by this clause, the Employer will provide affected Employee/s and Union with a written Change Impact Statement setting out all relevant information including:

- (a) the details of proposed change;
- (b) the reasons for the proposed change;
- (c) the possible effect on Employees of the proposed change on workload and other occupational health and safety impacts;
- (d) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (e) the expected benefit of the change;
- (f) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
- (g) the right of an affected Employee to have a representative including a Union representative at any time during the change process; and
- (h) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence, or expose the Employer to unreasonable legal risk or cannot be disclosed under the *Health Services Act 1988* or other legislation.

#### **13.5 Employee / Union response (step 2)**

Following receipt of the change impact statement, affected Employee/s and / or the Union may respond in writing to any matter arising from the proposed change.

#### **13.6 Meetings (step 3)**

- (a) As part of consultation, the Employer will meet with the Employee/s, the Union and other nominated representative/s (if any) to discuss:
  - (i) the proposed change;
  - (ii) proposals to mitigate or avert the impact of the proposed change;
  - (iii) any matter identified in the written response from the Affected Employees and / or the Union.



- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.

#### **13.7 Employer response (step 4)**

The Employer will give prompt and genuine consideration to matters arising from consultation and will provide a written response to the Employees, Union and (where relevant) other representative/s.

#### **13.8 Alternative proposal (step 5)**

The affected Employee/s, the Union and other representative (where relevant) may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

#### **13.9 Outcome of consultation (step 6)**

The Employer will give prompt and genuine consideration to matters arising from consultation, including an alternative proposal submitted under sub-clause 13.8, and will advise the affected Employee/s, the Union and other nominated representatives (if any) in writing of the outcome of consultation including:

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on affected Employee/s; and
- (d) a summary of how matters that have been raised by Employees, the Union and their representatives, including any alternative proposal, have been taken into account.

#### **13.10 Consultation about changes to rosters or hours of work**

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
  - (i) consider health and safety impacts including fatigue;
  - (ii) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (iii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iv) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.

- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.
- (d) These provisions are to be read in conjunction with the terms of the engagement between the Employer and Employee, other Agreement provisions concerning the scheduling of work and notice requirements.

#### **13.11 Consultation disputes**

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 12 of this Agreement.

### **14 DISCIPLINE**

#### **14.1 Application**

- (a) Where an Employer has concerns about:
  - (i) the conduct of an Employee; or
  - (ii) a performance issue that may constitute misconduct,the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
  - (i) investigative procedure; and
  - (ii) disciplinary procedure.
- (c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause.

#### **14.2 Definitions**

- (a) **Performance** means the manner in which the Employee fulfils his or her job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- (b) **Conduct** means the manner in which the Employee behaviour impacts on their work.
- (c) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.
- (d) **Serious misconduct** is as defined under the Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:
  - (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
  - (ii) conduct that causes serious and imminent risk to:

- (A) the health or safety of a person; or
- (B) the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii) the Employee, in the course of the Employee's employment, engaging in:
  - (A) theft; or
  - (B) fraud; or
  - (C) assault;
- (iv) the Employee being intoxicated at work;
- (v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Subclauses 14.2(d)(iii)-14.2(d)(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

#### **14.3 Investigative procedure**

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b) The Employer will:
  - (i) advise the Employee of the concerns and allegations in writing;
  - (ii) provide the Employee with any material which forms the basis of the concerns;
  - (iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
  - (iv) advise the Employee of their right to have a representative, including a Union representative;
  - (v) ensure that the reason for any interview is explained; and
  - (vi) take reasonable steps to investigate the Employee's response.

#### **14.4 Disciplinary procedure**

- (a) The disciplinary procedure applies if, following the investigation, the Employer reasonably considers that the Employee's conduct or performance may warrant disciplinary steps being taken.
- (b) The Employer will:
  - (i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and

- (ii) meet with the Employee.
- (c) In considering whether to take disciplinary action, the Employer will consider:
  - (i) whether there is a valid reason related to the conduct or performance of the Employee arising from the investigation justifying disciplinary action;
  - (ii) whether the Employee knew or ought to have known that the conduct or performance was below acceptable standards; and
  - (iii) any explanation by the employee relating to conduct including any matters raised in mitigation.

#### **14.5 Possible outcomes**

- (a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct or performance:
  - (i) counsel the Employee, with the counselling recorded on the Employee's personnel file;
  - (ii) give the Employee a first warning, which will be verbal and a record of the warning recorded on the Employee's personnel file;
  - (iii) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;
  - (iv) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of conduct;
  - (v) terminate the Employee's employment on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months;
  - (vi) terminate the Employee's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate; or
  - (vii) as an alternative to subclause 14.5(a)(vi) above and in those circumstances, the Employer may issue the Employee with a final warning without following the steps in subclauses 14.5(a)(i) to 14.5(a)(vi) above.
- (b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
- (c) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the Employee's personnel file.
- (d) A dispute over the clause is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

**15      INTENTIONALLY LEFT BLANK**

This clause was intentionally left blank.

**16      IMPLEMENTATION & MONITORING OF AGREEMENT**

Where there is no consultative mechanism, a local level committee will be established by the parties with equal representation of management and employees to monitor implementation of this Agreement.

## **PART 3 – EMPLOYMENT ARRANGEMENTS**

### **17 TYPES OF EMPLOYMENT**

#### **17.1 Full time employment (weekly hire)**

**17.1.1** Except as provided for in **clauses 16.2** (part-time employment) & **16.3** (casual employment) employees will be employed as full-time employee on weekly hire.

**17.1.2** For **metal industry employees** and **engine drivers and firemen industry employees** (as defined) - any employee not specifically engaged as a part-time or a casual employee shall be deemed to be employed by the week.

#### **17.2 Part-time employment**

##### **17.2.1 For Metal Industry Employees**

A part time employee is one who is engaged to work, on a regular basis, less than the ordinary working hours prescribed in accordance with **clause 37 – Hours of Work**. Such employment shall be by the fortnight.

- (a) A part-time employee shall be engaged to work a fixed and constant number of hours per fortnight as shall be agreed by the employer and the employee.
- (b) A part-time employee shall receive payment on a pro-rata basis for recreation leave, long service leave, sick leave and public holidays which fall upon a day on which such an employee would normally work.
- (c) Work performed in excess of the fixed number of working hours of a part-time employee shall be at the ordinary hourly rate. Provided that a part-time employee shall be entitled to overtime for work performed outside the ordinary hours as determined in accordance with **clause 37 – Hours of Work**.
- (d) The other conditions of employment of a part-time employee shall be those prescribed elsewhere in this Agreement (as they apply to **metal industry employees**) except to the extent that they are superseded or modified by the provisions of this clause.

##### **17.2.2 For Joinery and Building Trades Products Industry Employees**

- (a) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
- (b) Before commencing part-time employment, the employee and the employer must agree:
  - upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;

- upon the classification applying to the work to be performed in accordance with **Schedule D** of this Agreement;
- (c) Except as otherwise provided in this Agreement a part-time employee is entitled to be paid for the hours agreed upon in accordance with **clause 16.2.2(iii)**.
- (d) The terms agreed under this clause may be varied by consent.
- (e) The terms of agreement or any variation to it made under this clause shall be in writing and retained by the employer. A copy of the agreement and any variation to it made under this clause shall be provided to the employee by the employer.
- (f) An employee engaged on a part-time basis shall be entitled to all other benefits available to full-time employees arising under this Agreement (as they apply to **Joinery & Building Trades Products Industry Employees**) on a proportional basis depending on the number of ordinary regular hours worked per week.
- (g) A part-time employee who works in excess of the hours fixed under this clause shall be paid overtime in accordance with **clause 40** of this Agreement.

#### **17.2.3 For Engine Drivers and Firemen Industry Employees**

- (a) An employee may be engaged by the week to work on a part-time basis for a constant number of hours, which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.
- (b) An employee so engaged shall be paid per hour  $\frac{1}{38}^{\text{th}}$  of the weekly rate prescribed by **Schedule E** of this Agreement, for the classification in which the employee is engaged.
- (c) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays and personal/carers & compassionate leave arising under this Agreement (as they apply to **Engine Drivers and Firemen Industry Employees**) on a proportionate basis calculated as follows:
- **Annual Leave**
    - Where the employee completes twelve months' continuous service with the employee they shall receive four weeks leave at the number of ordinary hours which would otherwise have been worked during the period of leave. An employee's entitlement to paid annual leave accrues progressively during each year of service in accordance with the NES;
    - Where the employee is entitled to pro-rata leave on termination or at a close down in accordance with this Agreement the employee shall receive 2.923 hours paid at the appropriate rate of wages for each 38 ordinary hours worked.

- **Public holidays**

- Where the normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day.
- Where the employee works on the holiday, such employee shall be paid in accordance with **clause 42** – Weekend and Holiday Work.

- **Compassionate Leave**

A part-time **Engine and Firemen Industry Employee** is entitled to compassionate leave in accordance with **clause 49** of this Agreement for days the employee would normally have worked.

- **Overtime**

A part-time employee who works in excess of the hours fixed under the employee's contract of employment shall be paid overtime in accordance with **clause 40** – Overtime.

### **17.3 Casual employment**

#### **17.3.1 For Metal Industry Employees**

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour 1/38<sup>th</sup> of the weekly rate prescribed in **Schedule C** of this Agreement, for the work which he or she performs, plus 25 per cent.

#### **17.3.2 For Joinery & Building Trades Products Industry Employees**

- (a) A casual employee is one engaged and paid in accordance with the provisions of this clause. A casual employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement (as they apply to **Joinery and Building Trades Products Industry Employees**) except annual leave, paid personal/carer's leave, paid parental leave, jury service, public holidays, notice of termination of employment and redundancy.
- (b) An employer when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked and the relevant rate of pay.
- (c) Engagement shall be by the hour with a minimum daily engagement of 7.6 hours.
- (d) Termination of employment shall be by one hour's notice or by the payment or forfeiture, as the case may be, of the remainder of the day's wages or one hour's pay whichever amount is greater.



- (e) A casual employee for working ordinary time shall be paid 125 per cent of the hourly equivalent (i.e. one thirty eighth) of the appropriate weekly rate prescribed by **Schedule D** of this Agreement for the employee's classification.
- (f) A casual employee required to work overtime, or weekend work, or on a public holiday shall be entitled to the relevant penalty rates prescribed by **clause 40** (Overtime), **clause 42** (Weekend & Holiday work) and **clause 53** (Public Holidays) as they apply to **Joinery & Building Trades Products Industry Employees** provided that:
  - where the relevant penalty is time and a half, the employee shall be paid 175 per cent of the hourly equivalent of the appropriate weekly rate prescribed by **Schedule D** of this Agreement for the employee's classification; and
  - where the relevant penalty is double time, the employee shall be paid 225 per cent of the hourly equivalent of the appropriate weekly rate prescribed by **Schedule D** of this Agreement for the employee's classification; and
  - where the relevant penalty is double time and a half, the employee shall be paid 275 per cent of the hourly equivalent of the appropriate weekly rate prescribed by **Schedule D** of this Agreement for the employee's classification;

### **17.3.3 For engine drivers and firemen industry employees**

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour 1/38<sup>th</sup> of the weekly agreement wage prescribed herein for the work which the employee performs plus 20%.

## **18 APPRENTICESHIPS**

- 18.1** The parties are agreed that the employment of apprenticeships shall be encouraged, having regards to the composition of trade occupations at individual sites.
- 18.2** Additional terms and conditions of employment for apprentices are contained in:
  - 18.2.1** **clause 65** for apprenticeships for **Plumbing Industry Employees**;
  - 18.2.2** **clause 70** for apprenticeships for **Metal Industry Employees**; or
  - 18.2.3** **clause 82 and 83** for **Joinery and Building Trades Products Industry Employees**.
- 18.3** Otherwise than provided for by this Agreement, the arrangements for Apprentices will be in accordance with the guidelines provided by the relevant State Government authority.

## **19 INCREASED UTILISATION OF TRADE ASSISTANTS**

Approximately 5% of Victorian Maintenance workers EFT are Trade Assistants. It is proposed that there be an increased utilisation of Trade Assistants to undertake sub-trade work. This would allow Tradespersons to be better utilised in undertaking trade work. This initiative will be

developed with regard for the composition of trade occupations at individual sites. Tradespersons will work to the full scope of their classifications. Trade Assistants will not be used to perform licensed or registered work which requires a trade qualification to complete.

## **20 TERMINATION OF EMPLOYMENT**

### **20.1 Notice of termination by employer**

**20.1.1** In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**20.1.2** In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service are entitled to an additional week's notice.

**20.1.3** Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

**20.1.4** The period of notice in this case does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to apprentices;
- (c) to employees engaged for a specific period of time or for a specified task or tasks;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (e) to casual employees;

**20.1.5** For **Plumbing Industry Employees** despite the foregoing provisions in **clause 19.1.4** above trainees who are engaged for a specific period of time shall once the traineeship is completed and provided the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within 6 months of such termination the period of traineeship shall be counted as service in determining any future termination.

### **20.2 Payment in lieu of notice**

**20.2.1** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the

end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loadings and penalties; and
- (c) any other amounts payable under the employee's contract of employment;

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

**20.3.1** The notice of termination required to be given by an employee is the same as that required by an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

**20.3.2** If the employee fails to give the notice specified in **clause 19.1.1** of this Agreement the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under **clause 19.2.1**.

## **20.4 Time off during notice period**

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

## **20.5 Definition of continuous service**

- (a) For **Plumbing Industry Employees** continuous service is defined in **clause 60.2** of this Agreement.
- (b) For **Metal Industry Employees** and **Engine Drivers & Firemen Industry Employees** continuous service is defined in **clause 47.14.1** of this Agreement.
- (c) For **Joinery and Building Trades Products Industry Employees** continuous service is defined in **clause 47.14.2** of this Agreement.

## **21 REDUNDANCY**

The Victorian Government's policy in relation to public sector redundancy is set out in the *Public Sector Industrial Relations Policies 2012* (as varied from time to time). The policy applies to the employers as listed in **Schedule A**, but does not form part of this Agreement.

## **22 INTENTIONALLY LEFT BLANK**

This clause was intentionally left blank.

## **23 CAPITAL WORKS INITIATIVES**

**23.1** Local Health services may with local consultation introduce a system that gives employees the opportunity to nominate their availability to undertake capital works additional to their ordinary hours.

**23.2** Employers and Employees shall mutually agree at a local level the appropriate notice period an Employee will be required to provide about their availability; the skill and competence required for the job and measures to ensure the capital works initiative is equitable for all Employees. Typically, the capital work initiative may involve:

**23.2.1** in local consultation develop a project list of minor works/in-house capital works detailing the basic terms of what, where and when the project is to be undertaken;

**23.2.2** the distribution of this project list to all or applicable trades within a timeframe to be determined between the Parties;

**23.2.3** employees interested in undertaking capital works additional to their ordinary hours will then be given the opportunity to indicate their availability within a timeframe to be determined;

**23.2.4** the Employer supervisor will then coordinate the information provided by Employees and where available work coincides with an Employee's availability and required skill set that Employee will be offered the opportunity to undertake work additional to their ordinary hours;

**23.2.5** should available work not coincide with either the Employee's availability or required skill set or where there are no expressions of interest from Employees then the required work may be subcontracted out; and

**23.2.6** where more than one Employee indicates their availability and has the required skill set for advertised additional work then an equitable roster system shall apply having previously been determined by the Employer in consultation with Employees.

**23.3** The Parties agree that this initiative has been developed as a way to reduce the use of external contractors. This reduction will be incremental and as a result of practical change which will take time to effect.

**23.4** Nothing in this clause shall prevent a local Health Service from deciding to engage external contractors for capital works or specific maintenance works particularly in circumstances where a specific or specialised skill is required.

## **24 TRANSITION TO RETIREMENT**

**24.1** An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.

**24.2** Transition to retirement arrangements may be proposed and, where agreed, implemented as:

- (a) a flexible working arrangement (see clause 52.15 (Flexible Working Arrangements)),

- (b) in writing between the parties, or
- (c) any combination of the above.

**24.3** A transition to retirement arrangement may include but is not limited to:

- (a) a reduction in their EFT;
- (b) a job share arrangement;
- (c) working in a position at a lower classification or rate of pay

**24.4** The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:

- (a) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
- (b) be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
  - (i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
  - (ii) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

## **PART 4 – WAGES, ALLOWANCES & RELATED MATTERS**

### **25 WAGES AND ALLOWANCES**

- 25.1** The wages and wage based allowances payable are to apply from the first full pay period on or after the date set out in **Schedules B, C, D & E** of this Agreement.
- 25.2** The wage rates set out in **Schedules B, C, D & E** include the following adjustments to the existing rates of pay:
- 25.2.1** 4.25% effective from the first full pay period on or after 1 September 2017;
- 25.2.2** 3.00% effective from the first full pay period on or after 1 September 2018;
- 25.2.3** 3.00% effective from the first full pay period on or after 1 September 2019; and
- 25.2.4** 3.00% effective from the first full pay period on or after 1 September 2020.
- 25.3** The rates as prescribed in the Agreement are the minimum rates which are to apply to the Employees covered. These rates will not displace any pre-existing local arrangements, with regard to the wage rates paid to an individual employee, which have been entered into prior to 1 June 2013.
- 25.4** Where pre-existing local arrangements with regard to the wage rates paid to an individual employee have already been entered into at the local level by 1 June 2013, the wage increases outlined above will not be absorbed into over the award payment and will be applied to the actual rate of pay for the affected Employee.
- 25.5** The increases in rates of pay and other monetary entitlements specified in this Agreement have been agreed on the understanding that they will be the increases actually paid to the Employees during the life of this Agreement. The Employer must not pay, and the Employee must not seek or accept, any increase in the rates of pay by local arrangement which exceed the percentage increase in the rates of pay specified above.
- 25.6** Clause 23.5 does not prevent Employees from seeking to be re-classified or promoted in accordance with the classification descriptors contained in this Agreement and Employer policies as applicable.

### **26 PAYMENT OF WAGES**

- 26.1** Wages will be paid weekly or fortnightly into the Employee's nominated bank account at a recognised financial institution.
- 26.2** On or before each pay day, the employer will advise each employee in writing (either in hard or electronic copy) of their gross salary entitlement for the pay period, any deductions, loadings and allowances paid, the amount of superannuation contribution made on behalf of the Employee and the net amount paid to the employee in accordance with the FW Act and its regulations.
- 26.3** Additional provisions for **Plumbing Industry Employees**
- 26.3.1** When notice is given in accordance with **Clause 19 – Termination of Employment**, all amounts due to the employee will be paid at the time of

termination into the employee's bank account by electronic funds transfer, within 2 working days. Any waiting time will be paid as follows:

- (a) where the employee gives notice – time spent waiting beyond the 2 working days will be paid at ordinary rates as 8 hours pay per day up to one week's pay;
- (b) where the employer gives notice – from termination up to the time of posting at the rate of 8 hours pay per day up to a maximum of one week's pay;

**26.4 Additional provisions for Metal Industry Employees**

**26.4.1** An employer may select a proportion of an hour (not exceeding a quarter of an hour) for the purpose of calculating the time worked by an employee in the following circumstances:

- (a) when the employee is late for work or ceases duty before his or her finishing time; and
- (b) in the calculation of overtime;

**26.5 Additional provisions for Engine Drivers and Firemen Industry Employees**

**26.5.1** Upon termination of employment wages due to an employee shall be paid on the day of such termination or forwarded to the employee by electronic funds transfer on the next working day.

**26.5.2** Provided where the employee has taken a day off during the work cycle in which the employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

**27 SUPERANNUATION**

**27.1** An employee employed by an employer prior to the commencement of this Agreement may remain a member of his/her current superannuation fund, but will be offered the option of becoming a member of the Health Employees Superannuation Trust of Australia Superannuation Fund (HESTA) or the HealthSuper superannuation funds.

**27.2** An employee who begins employment with an employer after the commencement of this Agreement will have access to either HESTA or HealthSuper superannuation fund.

**27.3** The default fund on commencement of the Agreement will be the HealthSuper superannuation fund.

**27.4** At 12 monthly intervals throughout the life of this Agreement the parties will have regard to the membership numbers in each of the HESTA and HealthSuper superannuation funds. The default fund, at each 12 month interval, will be the fund with the most employees as members at each health service.

**27.5** Occupational superannuation will be increased in accordance with the Superannuation guarantee legislation.

## **28 SALARY PACKAGING**

The employer shall make available salary packaging/salary sacrifice arrangement to all employees consistent with the employer's policies and by-laws.

## **29 SUPPORTED WAGE SYSTEM**

**29.1** This clause applies to **metal industry employees** and **joinery and building trades products industry employees** (as defined) who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

**29.1.1 Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

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

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

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

### **29.2 Eligibility criteria**

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

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

**29.2.3** This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s10 or under s12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.



### **29.3 Supported wage rates**

**29.3.1** Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following table:

<b>Assessed capacity</b>	<b>Prescribed rate</b>
10% (see <b>clause 26.3.3</b> below)	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

**29.3.2** Provided that the minimum amount payable shall be not less than \$78 per week.

**29.3.3** Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

### **29.4 Assessment of capacity**

**29.4.1** For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- (a) the employer and a union party to the Agreement, in consultation with the employee; or if desired by any of these
- (b) the employer and an accredited assessor from a panel agreed by the parties to the Agreement and the employee.

### **29.5 Lodgement of assessment instrument**

**29.5.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement rate to be paid to the employee, shall be lodged by the employer with the Registrar of Fair Work Commission.

**29.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union is a party to the Agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

### **29.6 Review of assessment**

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

## **29.7 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.

## **29.8 Workplace adjustment**

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

## **29.9 Trial period**

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

**29.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

**29.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$78 per week.

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

**29.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under **clause 28.4** above.

## **30 ALLOWANCES AND SPECIAL RATES**

### **30.1 Tool Allowance**

#### **30.1.1 For Plumbing Industry Employees**

The tool allowance for **Plumbing Industry Employees** is included in the base rates of pay prescribed in **Schedule B** of this Agreement to compensate for the purchase and maintenance in efficient working order of the tools required to perform the duties of the employee as specified in clauses **29.1.1(a), (b), (c) and (d)**:

(a) One pair each of the following:

150mm, 225mm and 300mm footprints, 250mm stillsons, multigrips or gas pliers, 200mm combination pliers, 250mm vice grip pliers, 200mm pincers, 250mm and 300mm straight snips, 175mm and 250mm curved snips, 200mm dividers.

(b) One set of each of the following:

Flat spanners - 6mm to 16mm, ring spanners - 6mm to 16mm, seaming tools - 6mm, 8mm and 10mm, keyhole saw and blades, wood bits - 6mm, 8mm, 10mm, 11mm, 16mm, 22mm, 25mm and 28mm.

(c) One each of the following:

250mm and 300mm screwdrivers, 285g tack hammer, 450g ball peine hammer, 680g claw hammer, 1.36kg gympie hammer, 250mm bevel square, 300mm set square, 450g and 565g soldering irons, 1 metre folding rule, line level 27.24kg string line, 450g plumb-bob and line, 300mm wood brace, hand drill to take up to 6mm drill, 13mm and 25mm wood chisels, 13mm x 19mm block and pin, 150mm and 300mm adjustable wrenches, 200mm and 300mm rasps and handles, hacksaw, 150mm ladle, 100mm taper turnpin, drawknife, shavehook, bent boxwood dresser, straight boxwood dresser, 600mm spirit level, boxwood bossing mallet, crocks expander for copper, bent bolt, pointing trowel, 3mm rivet set, basin spanner, centre punch, prick punch, nail bag, tool bag, padlock, plugging chisel, 6mm, 13mm and 19mm cold chisels, 10mm, 13mm and 25mm star drills, and hollow punches

An employee will only be required to have available at any time those tools specified above as are necessary for the proper performance of the work or job being done by him/her.

(d) Other tools and equipment

Where the Employer does not provide the following tools and if an employee is requested to provide any or all of the tools listed below, he/she will be paid by the employer an additional allowance of 10 cents per hour:

Caulking irons, drilling frame and chain, tap key, chain wrenches, files, grips or tongs of over 300mm in length, hacksaw blades, mandrils, dummies, metal pots, pipe cutters, plumbing irons, ratchets, stocks, dies, drills for stone other than star drills, taps and drills for brass or iron threads, vices, blow lamps, L.P.G. kits or similar heating equipment.

### **30.1.2 For Metal Industry Employees**

- (a) Tradesmen shall be paid an allowance per week as per **Schedule B** for supplying and maintaining tools ordinarily required in the performance of their work as tradesmen.
- (b) This allowance shall apply to apprentices on the same percentage basis as set out in **clause 70.7.1**.
- (c) The allowance shall apply for all purposes of the Agreement.
- (d) Tradesmen and apprentices shall replace or pay for any tools supplied by their employer if lost through their negligence.
- (e) Notwithstanding the above, where a hospital provides all tools ordinarily in the performance of the work of a tradesmen the tool allowance shall not be payable.

### **30.1.3 For Joinery and Building Trades Products Industry Employees**

- (a) Joinery and Building Trades Products Industry Employees have had a tool allowance included in the base rates of pay described in **Schedule D** of this Agreement.

## **30.2 Registration Allowance**

### **30.2.1 For Plumbing Industry Employees**

Employees registered in accordance with the relevant legislation will be paid a registration allowance which is included in the base rate outlined in **Schedule B** to compensate for the responsibilities imposed by holding and maintaining registration.

## **30.3 Certificate Allowance**

### **30.3.1 For Metal Industry Employees**

- (a) A Mechanical Tradesmen possessing one or two of the following Certificates shall be paid an allowance per week in accordance with **Schedule C** of this Agreement in recognition of the Certificate(s) used and an additional allowance per week in accordance with **Schedule C** of this Agreement for use of third and subsequent certificates.
- (b) Department of Labour and Industry Welding (Pipes or Pressure Vessels), TAFE Institutions Certificates for Boiler Attending Hydraulics and Pneumatics, Refrigeration.

## **30.4 Leading Hand Allowance**

An employee specifically appointed by his/her employer as a leading hand shall be paid the leading hand allowance per week in accordance with the relevant schedule of this Agreement, based on the number of persons under the employee's supervision.

Provided that the above allowances shall not be payable to an employee classified as a Leading Hand Boiler Attendant or Firemen – 1<sup>st</sup> Class and Leading Boiler Attendant or Firemen – 2<sup>nd</sup> Class.

## **30.5 Disability Allowance**

### **30.5.1 For Joinery and Building Trades Products Industry Employees**

Joinery and Building Trades Products Industry Employees have had included in their base rates of pay described in **Schedule D** of this Agreement payment of a disability allowance in compensation for:

- Climatic conditions when working in the open on all types of work.
- The physical disadvantage of having to climb stairs or ladders.
- The disability of dust blowing in the wind, brick dust and drippings from newly poured concrete.
- Sloppy and muddy conditions associated with the initial stages of the erection of a building.
- The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or bosun's chair.

- The lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).

### **30.6 Licence Allowance Electrical Tradesmen – For Metal Industry Employees**

**30.6.1** A Metal Industry Employee who is the holder of an A Class Electrical Mechanics Licence (as certified by Energy Safe Victoria) shall be paid an allowance at the rate prescribed in **Schedule C** of this Agreement.

**30.6.2** This allowance is not to be included for payment of overtime, shift, weekend penalties etc.

### **31 CONSOLIDATION OF ALLOWANCES**

**31.1** Employers may negotiate a consolidation of all or a number of allowances listed **Schedule F** of this Agreement with Employees, such that these allowances will be paid as a single payment to Employees.

**31.2** Employers will not consolidate any allowances without prior agreement with Employees.

**31.3** The employer shall ensure a written record of any agreement made in relation to **clause 30.1** of this Agreement is retained on the employee's personnel file.

### **32 ENTERPRISE FLEXIBILITY PAYMENT**

**32.1** It is agreed that it is desirable that maintenance employees be utilised in the most effective and flexible manner possible. The parties recognise that the classifications derived from the previous industrial awards (as listed in **clause 5.2** of this Agreement) do not make provisions for employees to be remunerated for work that falls outside the classification parameters of the Agreements. This is experienced particularly in the context of work that is not maintenance but rather new or additional works and in the proliferation of contractors and the need to facilitate the work of contractors to ensure optimal efficiency and coordination of complementary roles and functions on a daily/weekly basis.

**32.2** The enterprise flexibility payment will be:

Effective 1 September 2017	\$73.70 per week
Effective 1 September 2018	\$75.92 per week
Effective 1 September 2019	\$78.19 per week
Effective 1 September 2020	\$80.54 per week

### **33 MIXED FUNCTIONS**

**33.1** Subject to the provisions of **sub-clauses 32.2, 32.3 and 32.4** below an employee engaged for more than 2 hours during one day on duties carrying a higher rate than his/her ordinary classification will be paid the higher rate for the day. If so engaged for 2 hours or less during one day, the employee will be paid the higher rate for the time so worked.

**33.2** Provided that this clause shall not apply to a **Metal Industry Employee** performing the duties of an employee of a higher classification who is absent on a rostered day off prescribed under **clause 37** (hours of work) or **clause 68** (shiftwork) in this Agreement.

**33.3** Provided further that for a **Joinery and Building Trades Product Industry Employee** engaged on renovation or structural alterations to the employers premises (which does not fall under the definition of maintenance in **clause 80.15** of this Agreement) or away from the factory or yard on construction work, or outside work (as defined in **clause 80.18** of this Agreement) or fixing work on site, shall be paid in accordance with the rates, allowances, and where applicable, conditions of the *National Building and Construction Industry Award 2000* as varied from time to time.

**33.3.1** An employee employed on work prescribed in **sub-clause 32.3** above on any part of the day shall be paid as prescribed for the whole of that day. Where such entitlement occurs on three or more days in any pay week, such employee shall be paid as prescribed for the whole of that week.

**33.4 For engine drivers and firemen industry employees**

**33.4.1** Where the employment or work involves functions of a mixed character, the minimum wages to be paid to the employee for each day or part of a day while so employed shall be calculated as if the employee performed such only of the said functions as involves the highest rate of wages under this Agreement for the higher classification for the whole of such day.

**33.4.2** Engine Drivers whilst in charge of their engines shall only be required to perform such work as may be within the scope of or incidental to engine driving and the generation, use and application of engine power.

**33.4.3** Provided that Engine Drivers in charge of engines supplying power to any intermittent process involving regular stoppages, may during such stoppages be required to perform any work necessary or incidental to such intermittent process.

**33.4.4** The provisions of **sub-clause 32.4** shall apply to **Engine Drivers and Firemen Industry Employees** to the exclusion of **clauses 32.1, 32.2 & 32.3** above.

**34 TOLLWAY FEES**

It is agreed that employee's will be reimbursed for tollway fees incurred while carrying out the requirements of the employer (i.e. not travelling to and from work).

**35 LICENCES**

The employer shall be responsible and pay all statutory authority charges where it requires an employee to carry out work which results in approval, certificate, licence or authority charge for work performed for the benefit of the employer.

**36 ACCIDENT PAY**

It is agreed that as per the health industry award standard of 39 weeks shall apply.

**37 COMPENSATION FOR STOLEN OR DAMAGED TOOLS AND CLOTHING**

**37.1 For Plumbing Industry Employees**

**37.1.1** An employee, whose clothes, spectacles, hearing aid or tools have been accidentally spoilt by acid, sulphur or other substances, will be paid an

allowance to cover the loss as may be agreed between the employee and employer.

**37.1.2** An employee will be reimbursed to a maximum of \$1308.10 for tools of trade as are ordinarily required for the performance of the employee's duties which are:

- (a) lost by fire or by breaking and entering while stored in a room or building on or adjacent to an employer's premises, job or workshop; or
- (b) lost by fire or breaking and entering while stored in a room or building on or adjacent to an employer's premises, job or workshop during an employee's absence due to illness or injury which has been notified to the employer in accordance with **clause 48.4** of this Agreement; or
- (c) lost or stolen whilst being transported by the employee.

**37.1.3** When an employer requires an employee to wear spectacles with toughened glass lenses the employer will reimburse the cost of the toughening process or the cost of the new lenses. This subclause will not apply where the employer pays for toughening.

## **37.2 For Metal Industry Employees**

### **37.2.1 Damage to clothing, spectacles, hearing aids and tools**

- (a) Compensation to the extent of the damage sustained shall be made where in the course of the work, clothing, spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- (b) The employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties. Provided further that this paragraph shall not apply when an employee is entitled to workers' compensation in respect of the damage.

### **37.2.2 Case hardened prescription lenses**

An employer who requires an employee to have their prescription lenses case hardened shall reimburse for the cost of such case hardening.

## **37.3 For Joinery and Building Trades Products Industry Employees**

**37.3.1** An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered as may be agreed upon with the employer;

**37.3.2** An employee shall be reimbursed by the employer to a maximum of \$1630.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock up or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee

transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

**37.3.3** Reimbursement under this clause shall be subject to the following:

- (a) only tools used by the employee in the course of employment shall be covered by this clause;
- (b) the employee shall, if requested to do so, furnish the employer with a list of tools so used;
- (c) reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (d) the employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

**37.4 For engine drivers and firemen industry employees**

**37.4.1 Damage to clothing**

Compensation to the extent of the damage sustained shall be made where in the course of the work clothing is damaged or destroyed by fire or molten metal or through the use of corrosive substances.



## **PART 5 – HOURS OF WORK, OVERTIME & SHIFT WORK ARRANGEMENTS**

### **38 HOURS OF WORK**

**38.1** The Employer may by agreement negotiate a revised span of hours to apply to the workplace that will constitute 'ordinary hours of work' provided the requirements of **clause 38** of this Agreement are satisfied.

#### **38.2 For plumbing industry employees**

Except as provided elsewhere in this Agreement as it applies to **Plumbing Industry Employees**, the average ordinary hours will be 38 per week worked in accord with the following provisions for a 4 week work cycle.

- 38.2.1** Ordinary working hours will be worked in a 20 day 4 week cycle Monday to Friday inclusive, with 19 working days of 8 hours each, between the hours of 7:00am and 6:00pm, with 0.4 of one hour on each day worked accruing as an entitlement to take a day off as rostered in each cycle paid as though worked.
- 38.2.2** The employer will nominate as the rostered day either:
- (a) the 3rd Friday in the cycle; or
  - (b) the 4th Monday in the cycle; or
  - (c) the 4th Friday in the cycle.
- 38.2.3** By agreement between an employer and his/her employees, an alternate day in the 4 week cycle may be the rostered day, and where such agreement is reached all provisions of this Agreement will apply as if such day was the rostered day. Employees may nominate a representative, which may be the union, to meet and confer with the Employer about alternative rostered days off.
- 38.2.4** Employees who are members of the Union may be represented by the Union in meeting and conferring with the employer about an alternative rostered day off, and the employer must give the Union a reasonable opportunity to meet and confer about the matter. Union involvement in this process does not mean that the consent of the Union is required prior to the introduction of an agreed alternative rostered day off.
- 38.2.5** The nominated day will be recorded in the time records of the employer. An employer will not change the rostered day without prior notice of 10 working days.
- 38.2.6** An employee may be required to work on a rostered day due to the absence, because of pressing domestic or personal necessity, of another employee who was rostered to work on that day. In such cases the employee will nominate another day to take off at mutual convenience. All provisions of this Agreement will apply as if such day was the rostered day. This provision operates only in respect of employers of 10 plumbing employees or less.
- 38.2.7** Where a rostered day falls on a public holiday as prescribed in **clause 53 – Public Holidays** of this Agreement, the next working day will be taken in lieu

unless an alternate day in that 4 week cycle or the next is agreed in writing between the employer and the employee.

- 38.2.8** Each day of paid leave taken and any public holiday occurring during any cycle of 4 weeks will be regarded as a day worked for accrual purposes.
- 38.2.9** An employee who has not worked, or is not regarded by reason of **clause 37.2.6** of this Agreement as having worked, a complete 19 day 4 week cycle will receive pro-rata accrued entitlements for each day worked, or regarded as having been worked, in such cycle, payable for the rostered day off or, in the case of termination of employment, termination.
- 38.2.10** An accrued rostered day will be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to undertake out of hours maintenance or because of unforeseen delays to a particular project or section of it or for other reasons arising from unforeseen or emergency circumstances on a project. In such cases, in addition to accrued entitlements, the employee will be paid penalty rates as prescribed in **clause 42** of this Agreement as if the work were done on a Saturday.

### **38.3     For metal industry employees**

- 38.3.1** The ordinary hours of duty shall be 38 hours per week to be worked between 6:00am and 6:00pm Monday to Friday inclusive.
- 38.3.2** Where an agency operates according to a nineteen day – four week cycle or an agency specific hour of work agreement, that arrangement shall apply.
- 38.3.3** The spread of hours, hours per week or days upon which ordinary hours may be worked may be altered as to all or a section of the employer's staff, by agreement between the employer and employees, the union or other employee representative, and provided that the ordinary hours shall not average more than 38 hours per week.
- 38.3.4** Where there is agreement in accordance with this clause, ordinary hours not exceeding twelve on any day may be worked subject to:
- (a) proper health and monitoring procedures being introduced;
  - (b) suitable roster arrangements being made;
  - (c) proper supervision being provided;
  - (d) adequate breaks being provided; and
  - (e) an adequate review process being implemented.
- 38.3.5** Two tea breaks of seven and a half minutes duration each day to be counted as time worked shall be allowed to employees other than shift workers without deduction of pay. The employer shall fix the time for the commencement of the tea break and that by agreement the two tea breaks may be combined and taken as a fifteen minute tea break in the morning.

**38.4     For joinery and building trades products industry employees**

**38.4.1** Except as provided for elsewhere in this Agreement the ordinary working hours shall be 38 or an average of 38 hours per week worked on the following basis:

- (a) Ordinary working hours will be worked in a 20 day 4 week cycle of eight hours each on Monday to Friday inclusive, between the hours of 6:00am and 7:00pm, with 0.4 of one hour on each day worked accruing as an entitlement to take a day off as rostered in each cycle as a rostered day off paid for as though worked.
- (b) Where it is agreed between a majority of employees and the employer that the one day off per cycle is not practicable then agreement may be reached in writing on an alternative method of implementing reduced hours e.g.:
  - 38 hours within a work cycle not exceeding seven consecutive days; or
  - 76 hours within a work cycle not exceeding fourteen consecutive days; or
  - 114 hours within a work cycle not exceeding 21 consecutive days; or
  - 152 hours within a work cycle not exceeding 28 consecutive days; or
  - any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed.
- (c) Employees may nominate a representative, which may be the union, to consult with the Employer regarding changes under this sub-clause. Where there are union members employed at the enterprise, and the majority of the members request the union to be consulted, that consultation will take place at least five days prior to any arrangement being made under **clause 37.4.1(iii)** above.

**38.4.2** An employer shall employ a system of Rostered Days Off by any of the following methods:

- (a) by fixing one week day in a particular working cycle on which all employees will be off; or
- (b) by rostering employees off on various days of the week in a particular work cycle so that each employee has one day off during that cycle; or
- (c) by any other method which best suites the enterprise and is agreed to by the employer and the majority of employees in the affected factory, workshop or section of the enterprise.

**38.4.3** Provided that any existing arrangement shall not be altered without the agreement of a majority of employees in the affected factory, workshop or

section of the enterprise. Employees may nominate a representative, which may be the union, to consult with the Employer regarding changes under this sub-clause. Provided further that where there are union members employed at the enterprise, and the majority of the members request the union to be consulted, that consultation will take place at least five days prior to any arrangement being made.

**38.4.4** Where any rostered day off prescribed by **clause 37.4.2** above falls on a public holidays as prescribed in **clause 53**, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next week is agreed in writing between the employer and the employee.

**38.4.5** Each day of paid leave taken (except a rostered day off) and any holiday prescribed in **clause 53**, occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

**38.4.6** An employee who has not worked, or is nor regarded by reason of **clause 37.4.5** above as having worked, a complete nineteen day four week cycle shall receive pro-rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

**38.4.7** Except where agreement has been reached in accordance with **clauses 37.4.1** and **37.4.2** above, the following procedure shall apply to work on rostered days off:

- (a) The prescribed rostered day off or any substituted day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Saturday work in **clause 42** (but shall not be entitled to a day off in lieu thereof).

#### **38.4.8 Alternative Working Arrangement**

By due consultation and written agreement between the employer and the employees, the ordinary hours of work may be altered from those allowed under **clause 37** - Hours of Work, **clause 39** – Work & Meal Breaks, or **clause 40** – Overtime, to suit the needs of a particular enterprise, factory, workshop or section, subject to:

- (a) Employees may nominate a representative, which may be the union, to consult with the Employer regarding changes under this sub-clause. Where there are union members employed at the enterprise, and the majority of members request the union to be consulted, that consultation will take place at least five days prior to the introduction of the proposed alteration;
- (b) The agreement must be made by at least 60% of employees in the enterprise, factory, workshop or section affected by the alteration;

- (c) No employee shall experience a loss of ordinary time pay or status as a result of the alteration;
- (d) Such an arrangement shall, where there is an inconsistency with any term of the abovementioned clauses, prevail over the clause or clauses to the extent of the inconsistency;
- (e) For the purposes of this subclause “section” means a clearly identifiable production process.

### **38.5 For engine drivers and firemen industry employees**

#### **38.5.1 Ordinary hours of work**

- (a) For an employee not working on shift the ordinary working hours per week and per day respectively shall be of the same number as those worked in the particular workshop, factory or working place at which such employee works by the majority of the employees not work on shift who are engaged therein.
- (b) Provided that if the number of hours worked by such majority exceeds 38 per week the ordinary working hours for such employees shall not exceed 38 per week.

#### **38.5.2 38 hour week**

Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- (e) any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed.

#### **38.5.3 Days of work**

The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.

#### **38.5.4 Spread of hours**

- (a) The ordinary hours of work prescribed herein shall be worked continuously except for meal breaks, at the discretion of the employer between 6:00am and 6:00pm.
- (b) Provided that the actual ordinary hours of work shall be determined by agreement between an employer and the majority of employees in the plant or work section or sections concerned.

- (c) Provided further that work done prior to the spread of hours fixed in accordance with this clause for which overtime rates are payable shall be deemed for the purpose of this clause to be part of the ordinary hours of work.

#### **38.5.5 Alteration of hours**

The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that:

- (a) in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned; and
- (b) by arrangement between an employer, the union(s) or other nominated employee representatives concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
- the employer and employees concerned being guided by the occupational health and safety provisions of the ACTU code of conduct on twelve hour shifts;
  - proper health monitoring proceedings being introduced;
  - suitable roster arrangements being made; and
  - proper supervision being provided.

#### **38.5.6 Raising of steam, closing down engines or banking fires**

Time occupied in raising of steam or closing down engines or banking fires shall be regarded as time worked.

#### **38.5.7 Fixed starting and finishing times**

For employees not working on shift, a regular starting and finishing time shall be fixed, which shall not be changed except after notice of at least one week to the employees concerned.

### **39 REVISED SPAN OF 'ORDINARY HOURS OF WORK'**

**39.1** The Employer may by agreement negotiate a revised spread of hours to the ones contained in **clause 37** of this Agreement, to apply in the workplace that will constitute 'ordinary hours of work' provided that such span is no more than 12 hours with an agreed starting time normally between 6.00 am and 9.30 am.

**39.2** These negotiations will be conducted between the Employer and individual trade groups on site. Where there is only one Employee in a trade group at a particular Health Service, negotiations may take place between the Employee and his or her representative and the Employer.

**39.3** Where alternate 'ordinary hours of work' arrangements are already in place on commencement of this agreement those arrangements can continue to apply and no one will be disadvantaged by the introduction of this clause.

**39.4** Any dispute in relation to this matter will be dealt with in accordance with the Settlement of Disputes Clause.

## **40 WORK & MEAL BREAKS**

### **40.1 For plumbing industry employees**

#### **40.1.1 Meal Breaks**

There will be a cessation of work and or working times, for the purpose of a meal on each day, of no less than 30 minutes, to be taken between noon and 1:00pm.

#### **40.1.2 Variation of meal breaks**

Where the majority of employees' request and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily cessation of work.

#### **40.1.3 Daily rest breaks**

There will be allowed, without deduction of pay, a rest period of 10 minutes between 9:00am and 11:00am.

#### **40.1.4 Overtime and rest breaks**

- (a) An employee will not be required to work for more than 5 hours without a break for a meal.
- (b) An employee required to work overtime after the usual ceasing time for the day for more than one and a half hours will be allowed a meal break of 30 minutes. For each 4 hours worked after the meal break, the employee is allowed a rest break of 20 minutes, provided the employee continues work after the rest break. Such rest and meal breaks will be paid for at the ordinary time rate.

### **40.2 For metal industry employees & engine drivers and firemen industry employees**

**40.2.1** An employee shall not be required to work for more than five hours without a break for a meal. Provided that:

- (a) In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours an employee shall not be required to work for more than six hours without a break for a meal; and
- (b) By agreement between an agency and the majority of the employees in the agency, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

- 40.2.2** The time of taking a scheduled meal break or rest break by one or more employees may be altered by an Employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 40.2.3** An agency may stagger the time of taking a meal and rest break to meet operational requirements.
- 40.2.4** Subject to the provisions of **clause 39.2.1** (above), an employee employed as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- 40.2.5** Except as provided in **sub-clauses 39.2.1** and **39.2.4** above, and except where an alternative arrangement is entered into as a result of workplace discussions as provided in this Agreement, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

### **40.3 For joinery and building trades products industry employees**

#### **40.3.1 Meal Break**

There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken no less than four hours and no later than six hours after the commencement of work. Existing arrangements may be varied by agreement and such agreement process prescribed in **subclause 37.4.3** of this Agreement.

#### **40.3.2 Rest periods**

There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9:30am and 11:30am.

#### **40.3.3 Crib breaks**

Where an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, an employee shall be allowed to take, without deduction of pay, a crib time of 20 minutes duration immediately after such ceasing time and thereafter, after each four hours of continuous work the employee shall be allowed to take also, without deduction of pay, a crib time of 30 minutes duration. In the event of an employee remaining at work after the usual ceasing time without taking a the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee shall be regarded as having worked 20 minutes more than the time worked and paid accordingly.

#### **40.3.4 Crib time**

Where shift work comprises three continuous and consecutive shifts of eight hours each per day, inclusive of time worked for accrual purposes as prescribed in **clause 37** (hours of work) and **clause 77** (shiftwork) in this Agreement, a crib time being in lieu of any other rest period or cessation of work elsewhere prescribed in this Agreement. However, this shall not apply in the case of an employee who is allowed the rest period prescribed in **clause 39.3.2** and **clause 39.3.3** of this Agreement.



**40.3.5** For the purposes of this clause “usual ceasing time” is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in **clause 37** (hours of work) and **clause 84** (shiftwork) in this Agreement.

## **41 OVERTIME**

### **41.1 Requirement to work reasonable overtime**

**41.1.1** Subject to the provisions of this clause an employer may require an employee to work reasonable additional hours at overtime rates.

**41.1.2** 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:

- (a) any risk to employee health and safety arising from the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the employee is employed;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
- (f) the usual patterns of work in the industry, or the part of the industry, in which the employee works;
- (g) the nature of the employee's role, and the employee's level of responsibility;
- (h) whether additional hours are in accordance with an averaging arrangement agreed to by the employer and employee; and
- (i) any other relevant matter;

### **41.2 Payments for overtime hours**

#### **41.2.1 For Plumbing Industry Employees**

All overtime worked beyond the ordinary hours prescribed by **clause 37** of this Agreement will be paid at the rate of time and a half for the first hour and double time thereafter. Work commenced after midnight and prior to the commencement of ordinary time will be paid at the rate of double time.

#### **41.2.2 For Metal Industry Employees AND Joinery & Building Trades Products Industry Employees**

- (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double thereafter, such double time to continue until the completion of the overtime work.
- (b) Except as provided in this clause or **clause 40** below in computing overtime each day's work shall stand alone for a **Metal Industry Employee**.
- (c) Provided further that overtime work performed by shift workers who are **Joinery and Building Trades Products Industry Employees** employed on the second or third shifts of a day when two or three shifts are worked shall be paid for at twice the ordinary rates of payment.

#### **41.2.3 For Engine Drivers and Firemen Industry Employees**

- (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided however that where in any particular workshop, factory or working place at which an employee is engaged, the majority of employees working therein receive the rate of double time before the expiration of three hours worked, such employee shall be paid the overtime rate applying to such majority of employees.
- (b) For work done by a shift worker outside the ordinary hours of the worker's shift, overtime rates shall be paid as prescribed by **clause 93.6** of this Agreement.

### **41.3 Restrictions for apprentices in certain circumstances**

**41.3.1** For **Plumbing Industry Employees** and **Joinery and Building Trades Products Industry Employees** no apprentice under the age of 18 years will be required to work overtime unless he/she so desires. No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent his/her attendance at technical school, as required by any applicable statute, award or regulation.

**41.3.2** In addition to **sub-clause 40.3(i)** above no apprentice who is a **Joinery and Building Trades Products Industry Employee** under the age of 18 years will be required to work shiftwork unless he/she so desires. No apprentice will, except in an emergency, work or be required to work shiftwork at times which would prevent his/her attendance at technical school, as required by any applicable statute, award or regulation.

### **41.4 Call back to duty to perform overtime**

#### **41.4.1 For Plumbing Industry Employees**

An employee who, after his/her ordinary day's work, has departed from the place where he/she works and has reached his/her home or other stopping place without having been given notice that he/she would be required to do further work before the normal starting time on the next working day, if recalled to do such work, will be paid at the rate

of double time for such work with a minimum of 6 and a half hours' pay at the ordinary rate for each time he/she is recalled.

#### **41.4.2 For Metal Industry Employees**

Subject to **clause 40.10** an employee recalled to work overtime after leaving their employer's business premises (whether before or after leaving the premises) shall be paid for a minimum of four hours' work or where the employee has been paid for standing-by in accordance with **clause 40.5.1** below shall be paid for a minimum of three hours work at the appropriate rate for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period;

This clause shall not apply in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of **clause 40.8** above when the actual time worked is less than three hours on such recall or on each of such recalls.

#### **41.4.3 For Joinery & Building Trades Products Industry Employees**

An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rates for each time the employee is so recalled. Provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.

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

#### **41.4.4 For Engine Drivers and Firemen Industry Employees**

An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises), shall be paid for a minimum of four hours work at the appropriate rate for each time the employee is so recalled. Provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.

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

Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of **clause 40.8** below, where the actual time worked is less than three hours on such recall or on each such recalls.

## **41.5 Employees on Stand-By**

### **41.5.1 For Metal Industry Employees**

Subject to **clause 40.10** and subject further to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call back, an employee required to hold themselves in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time which they are told to hold themselves in readiness. Provided that the existence of a custom shall not operate to relieve an employer from paying a refrigeration serviceman the rate herein prescribed.

### **41.5.2 For Engine Drivers and Firemen Industry Employees**

An employee occasionally required to stand-by either at home, the place of work, or elsewhere, to work before or after ordinary hours or on a Saturday which is not an ordinary working day, or on a Sunday or holiday, shall be paid standing-by time at the employee's ordinary rate of wage for the time from which the employee is told to commence stand-by duty until released.

## **41.6 Minimum periods of overtime for Monday to Friday workers required to work overtime on a Saturday**

### **41.6.1 For Metal Industry Employees AND Engine Drivers and Firemen Industry Employees**

Subject to **clause 40.10** a day worker required to work overtime on a Saturday shall be afforded at least four hours work or paid for four hours work at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

## **41.7 Transport for employees**

**41.7.1** When an employee, after having worked overtime for which he/she has not been regularly rostered or on a prescribed public holiday, finishes work at a time when reasonable means of public transport are not available the employer will:

- (a) for **Plumbing Industry Employees AND Joinery and Building Trades Products Industry Employees** - pay the cost of transport or provide the employee with conveyance to his/her home or to the nearest public transport; or
- (b) for **Metal Industry Employees** - provide them with a conveyance to their home, or pay them their current wage for the time reasonably occupied in reaching their home; or
- (c) for **Engine Drivers and Firemen Industry Employees** - provide transport to or from the employee's home or pay the employee at ordinary rates of pay for the time occupied in reaching home or travelling from home to work respectively.

#### **41.8 Minimum breaks between overtime and ordinary periods of work**

**41.8.1** When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days;

**41.8.2** An employee who:

- (a) works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day without having at least 10 consecutive hours off duty; or
- (b) is a **Plumbing Industry Employees** who works on a weekend or public holiday without then having 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary commencement time on the next ordinary work day; or
- (c) is an **Joinery & Building Trades Products Industry Employee** or **Engine Driver and Firemen Industry Employee** who works on a Saturday, Sunday and public holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on his or her next ordinary day or shift;

shall, subject to this clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss to pay for ordinary working time occurring during such absence.

**41.8.3** If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**41.8.4** Further for **Plumbing Industry Employees, Metal Industry Employees** and **Engine Drivers and Firemen Industry Employees** the provisions of this clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (c) where a shift is worked by arrangement between the employees themselves;

**41.8.5** Provided further that an employee who is a **Joinery and Building Trades Products Industry Employee** and has worked continuously (except for meal or crib times allowed by this Agreement) for 20 hours shall not be required to continue at or recommence work for at least 12 hours.

## **41.9 Rest periods and meal allowances during overtime**

### **41.9.1 For Metal Industry Employees**

- (a) A day worker, who is required to work overtime for more than two hours after working ordinary hours, shall be allowed a crib time of twenty minutes at ordinary rates, shall be allowed a crib time of twenty minutes at ordinary rates before starting such overtime, and shall be paid \$12.58 for a meal. After each four hours of such overtime work, a further twenty minutes crib time with pay shall be allowed, and the employee shall be paid an additional \$12.58. The above meal allowances shall not apply where the employer supplies the meal at the employer's cost.
- (b) A shift worker in such circumstances shall not be entitled to a twenty minute break before working overtime, but shall be paid a meal allowance of \$12.58 or provided a meal.
- (c) In circumstances where a day worker is required to work overtime on a Saturday, the first prescribed crib time shall if occurring between 10:00am and 1:00pm be paid at ordinary rates. For further cribs during such periods of overtime a payment of \$12.58 shall be made and such further cribs are to be taken in the same way as the normal crib.
- (d) An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

### **41.9.2 For Joinery & Building Trades Products Industry Employees**

- (a) If an employer requires an employee to work during the time prescribed by **clause 39** (Work & Meal breaks) for cessation of work for the purpose of a meal, the employer shall allow the employee whatever time is necessary to make-up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time, provided however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the prescribed cessation time and provided also that if the cessation time is shortened at the request of the employee to the minimum of 30 minutes prescribed by **clause 39** (Work & Meal breaks) or to any other extent (not being less than 30 minutes) the employer shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.

### **41.9.3 For Engine Drivers and Firemen Industry Employees**

- (a) An Employee working overtime shall be allowed:

- a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time. Provided that where a day worker on a five-day week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rates.
- unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates.
- an employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

**(b) Meal allowance during overtime**

- An employee required to work overtime for more than two hours without being notified on the previous day or earlier shall either be supplied with a meal by the employer or paid \$12.58 for the first and each subsequent meal but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.
- If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee shall be paid as above prescribed for meals which the employee has provided but which are surplus.

**41.10 Substitute provisions for Metal Industry Employees (Garage employees etc)**

- 41.10.1** In lieu of the provisions of **sub-clauses 40.4.2, 40.5.1 & 40.6.1** above the following provisions shall apply to a garage employee and/or driver of tow and/or repair vehicles.
- 41.10.2** Such an employee recalled outside their normal working hours for breakdown, accident or other emergency work shall be paid at the rate of double time for the period of time so recalled.
- 41.10.3** 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 normal place of residence and the time they return thereto provided that:

- (a) in the case of the first call-back in any one day an employee shall be paid as for at least a period of two hours at the rate of double time; and
- (b) in the case of each subsequent call-back the same day as for at least a period of one hour whether occurring within two hours of the first call-back or not.

**41.10.4** Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of **clause 40.8** above where the actual time worked is less than three hours on such recall or on each of such recalls.

#### **41.11 Additional provisions for Engine Drivers and Firemen Industry Employees**

##### **41.11.1 Assignment of overtime**

The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

#### **42 REDUCTION IN THE USE OF OVERTIME**

Each employer will, in consultation with the maintenance workforce undertake a review of the use of overtime in the workplace with the aim of achieving a targeted reduction in the use of non-essential overtime over the life of this Agreement. This reduction may be achieved through measures such as the improved use of BEIMS facilities management system or other similar systems, a reduction in overtime work scheduled and conducted out of ordinary hours, along with additional reasonable measures.

#### **43 WEEKEND & HOLIDAY WORK**

##### **43.1 For plumbing industry employees AND joinery and building trades products industry employees**

**43.1.1** Overtime worked on Saturday will be paid for at the rate of time and a half for the first hour and double time thereafter. All time worked after 12 noon will be paid at double time.

**43.1.2** Overtime worked on Sunday will be paid at double time.

**43.1.3** A **Joinery and Building Trades Products Industry Employee** required to work overtime on a Saturday or Sunday shall be afforded and paid for at least three hours work on a Saturday or for four hours work on a Sunday at the appropriate rate.

**43.1.4** An employee working overtime on Saturday or on a Sunday shall be allowed without deduction of pay, a rest period of ten minutes. For a **Plumbing Industry Employee** the 10 minute rest period will be afforded between 9:00am and 11:00am.

**43.1.5** An employee working on a Saturday or Sunday will be allowed a paid meal break of 20 minutes after 4 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.

**43.1.6** In the event of an employee being required to work in excess of a further 4 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.

**43.1.7** Rates of pay for work on public holidays are contained in the applicable parts of **clause 53** of this Agreement.

## **43.2 For metal industry employees**

### **43.2.1 Payment for work on Sundays**

Except as provided in **clause 68.10** of this Agreement, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until they are relieved from duty.

### **43.2.2 Rest pause –Sundays**

An employee, other than a casual employee, not engaged in continuous work who works on a Sunday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring in such absence.

### **43.2.3 Minimum payment – Sundays**

Employees, other than on shift or engaged in maintaining the continuity of electric light and power or garage employees and/or drivers of tow and/or repair vehicles recalled for breakdown, accident or other emergency work, required to work on Sundays shall be paid for a minimum of three hours work.

### **43.2.4 Crib time – Sundays**

An employee not engaged on continuous work working on a Sunday shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues work after such crib time. Provided that where a day worker is required to work on a Sunday the first prescribed crib time shall if occurring between 10:00am and 1:00pm be paid at ordinary rates.

### **43.2.5 Meal allowance – Sundays**

- (a) An employee not engaged in continuous work, required to work on a Sunday for more than four hours without being notified on the previous day or earlier that they will be so required to work, shall either be supplied with a meal by the employer or paid the amount prescribed in **clause 40.9.1** above for the meal taken during each crib break. Provided that such payment need not be made to employees living in the same locality as their workshop who can reasonably return home for meals.
- (b) An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a Sunday or is required to work for a lesser period of time than advised shall be paid the rates prescribed

in this clause for meals which they have provided but which are surplus.

#### **43.2.6 Payment for work on public holidays**

Rates of pay for work performed on public holidays are contained in the applicable parts of **clause 53** of this Agreement.

### **43.3 For engine drivers and firemen industry employees**

#### **43.3.1 Rate of pay for Sunday or holiday work**

In the case of continuous or recurring work done in the ordinary course directly for the establishment's usual production or service upon Sundays or holidays as well as upon other days of the week, ordinary time or shift worked on a Sunday or holiday shall be paid for at the rate of double time but in all other cases all time of duty on Sundays shall be paid for at the rate of double time and on holidays shall be paid at the rate of double time and one half.

#### **43.3.2 Minimum payment**

Employees, other than on shift or engaged in maintaining the continuity of electric light and power, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

#### **43.3.3 RDO falling on a public holiday**

- (a) A shift worker who by the circumstances of the arrangement of the ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this Agreement shall, at the discretion of the employer be paid for that day seven hours 36 minutes at ordinary rates or have an additional day of annual leave. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.
- (b) In the case of an employee whose ordinary hours of work are arranged so that a weekday is fixed as the employee's rostered day off during a particular work cycle, the weekday to be taken off shall not coincide with a public holiday fixed in accordance with **clause 53** - Public holidays of this Agreement. Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a weekday off in accordance with this Agreement and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.
- (c) Where **clause 42.3.3** applies, and:
  - the employee is rostered off for both the Actual Day and the Other Day, then only one day's payment will be made under **paragraph 42.3.3(a)**; or
  - the employee works only on either the Actual Day or Other Day (as defined in **clause 53 – Public Holidays**) and receives penalty rates for the day worked, the Employee will

not receive a payment under **sub-clause 42.3.3(a)** in respect of the day not worked.

- For the avoidance of doubt an employee may only receive public holiday penalties for either the Actual Day or the Other Day, but not both.

#### **44 ON CALL PAYMENTS**

An employee rostered to be on-call (i.e. available to be recalled to duty in that period of time beyond the employee's rostered hours of duty) shall be paid an on-call allowance in accordance with the table below for each period of 15 hours or part thereof.

<b>Effective First Full Pay Period on or after</b>	<b>Rate of Allowance</b>
1 September 2017	\$10.74
1 September 2018	\$11.06
1 September 2019	\$11.39
1 September 2020	\$11.73

The payment is to be made to all maintenance staff when required to be on-call, irrespective of their previous award coverage.

#### **45 RECALL – WITHOUT RETURN TO WORK PLACE**

- 45.1** Where recall to duty can be managed without the Employee having to return to the workplace, such as by telephone or other electronic device, such Employee will be paid a minimum one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.
- 45.2** Where an Employer requires an Employee to install a telephone for the purposes of being on call the Employer shall refund reasonable installation costs. The Parties will agree on a reasonable installation cost prior to the installation being made.
- 45.3** Installation costs for any other technological change or equipment will be by agreement between the parties prior to installation.

#### **46 FLEXIBLE ROSTERING**

The parties agree to examine with a view to reaching agreement on flexible rostering arrangements at work sites to enable improved coverage having regard to relevant factors such as seasonality, peak load periods and annual leave patterns. Revised rostering arrangements shall only be implemented on the basis that no backfill arises, no additional labour costs arise and that operational needs of the organisation continue to be met. The examination of such flexible arrangements will continue to occur during the life of the Agreement. In the event of agreement not being reached the parties may utilise the provisions of the Dispute Settling Procedure clause.

#### **47 STAND DOWN**

- 47.1** Except for **Plumbing Industry Employees** the employer has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot be reasonably be held responsible.

**47.2** Provided that where an employer orders **Engine Drivers and Firemen Industry Employees** not to work on any day because of the state of the weather, such order shall not deprive the employees of their claim for payment and their weekly engagements, but if such employees cease work on any day because of the state of the weather without being ordered to do so they shall not be entitled to payment for time so lost.

## **PART 6 – LEAVE ARRANGEMENTS & PUBLIC HOLIDAYS**

### **48 ANNUAL LEAVE**

#### **48.1 Entitlement to annual leave**

**48.1.1** For each year of service with his or her employer, an employee (other than a casual employee) is entitled to 4 weeks paid annual leave.

**48.1.2** Part-time employees are entitled to paid annual leave on a pro-rata basis.

#### **48.2 Definition of shiftworker**

For the purposes of the NES a shiftworker is a:

**48.2.1 Plumbing Industry Employee** – who works or is required to be on call for any part of 26 weekends or more in any year of employment.

**48.2.2 Metal Industry Employee OR Engine and Firemen Industry Employee** – who is rostered to work regularly on Sundays and holidays;

**48.2.3 Joinery and Building Trades Products Industry Employee** – who is covered by **clause 84** – Shiftwork for Joinery and Building Trades Products Industry Employees;

#### **48.3 Additional weeks leave for shift workers**

**48.3.1** An employee who is a shift worker for the purposes of the NES as defined in **clause 47.2** of this Agreement shall be entitled to one additional weeks paid annual leave, in accordance with the Act,

##### **48.3.2 No duplication of entitlements**

For the avoidance of doubt, the provisions of this clause have the same effect and give an Employee an entitlement to annual leave that is the same as the entitlement of an Employee under the NES as it relates to shiftworkers (s87(1)(b)(ii) of the Fw Act).

An employee's entitlement to annual leave under this clause operates in parallel with the employee's NES entitlement, but not so as to give the Employee a duplicate benefit.

#### **48.4 Accrual of leave**

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

#### **48.5 Taking paid annual leave**

**48.5.1** Paid annual leave may be taken for a period agreed between an employee and his or her employer.

**48.5.2** An employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

## **48.6 Annual closedown**

### **48.6.1 For plumbing industry employees AND joinery and building trades products industry employees**

Notwithstanding anything contained in this Agreement, an employer giving any leave in conjunction with the Christmas-New Year holidays may, at the employer's option, either:

- stand down without pay during the period of leave any employee who has an insufficient accrued balance of paid annual leave; or
- stand down without pay during the period of leave any employee who has an insufficient accrued balance of paid annual leave and pay (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 38 hours continuous service (excluding over-time).

Provided that where an employer decides to close down the establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of the employees then qualified for such leave, the employer shall give at least two (2) months' notice to the employees of the employer's intention to do so.

### **48.6.2 For metal industry employees**

Where an employer elects to close down a section or sections of its operations during the Christmas/New Year period for the purpose of allowing annual leave to such employees therein the following provisions shall apply:

- The employer shall notify all employees concerned of its intention to close down their area of work not later than three months prior to the close down.
- Such notification shall specify the actual dates of close down.
- Employees who do not have an entitlement to annual leave at that time under the relevant provisions of this Agreement shall be granted proportionate paid leave.

### **48.6.3 For engine drivers and firemen industry employees**

Where an employer closes down a plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

- (a) The employer may, by giving not less than four weeks' notice of the intention so to do, stand off for the duration of the close down all employees in the plant, or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave for twelve months continuous service, pursuant to **clause 47.1** hereof, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in **clause 47.11** and **clause 47.12** for 2.923 hours for each 38 ordinary hours worked. The hourly rate shall be calculated in accordance with **Schedule E** of this Agreement.

- (b) An employee who has then qualified for a full entitlement to annual leave for twelve months continuous service pursuant to this clause, and has also completed a further week or more of continuous service shall be allowed leave, and shall subject to **clause 47.14** hereof also be paid at the appropriate rate of wage as prescribed by **clause 47.11** and **clause 47.13**, 2.923 hours for each 38 ordinary hours worked since the close of the employee's last twelve monthly qualifying period. The hourly rate shall be calculated in accordance with **Schedule E** of this Agreement.
- (c) The next twelve monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this clause shall be deemed to be time of service in the next twelve monthly qualifying period.
- (d) If in the first year of service with an employer an employee is allowed proportionate annual leave under **clause 47.6.3** hereof, and subsequently within such year lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, such employee shall be entitled to the benefit of **sub-clause 47.13** subject to adjustment for any proportionate leave which may have been allowed as aforesaid.
- (e) An employer may close down a plant for one or two separate periods for the purpose of granting annual leave in accordance with this clause. If the employer closes down the plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days, including non-working days.
- (f) Provided that where the majority of employees concerned agree, an employer may close down the plant, work section or sections in one, two or three separate periods for the purpose of granting annual leave in accordance with this clause. Provided further that if an employer closes down the plant on more than one occasion, one of those periods shall be for a period of at least fourteen consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

**Part close down and part rostered leave**

- (g) An employer may close down a plant, or a section or sections thereof, for a period of at least 21 consecutive days, including non-working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
- (h) Provided that by agreement with the majority of employees concerned, an employer may close down the plant for a period of at least fourteen consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual arrangement.

- (i) An employer may close down a plant, or a section or sections thereof for a period less than 21 consecutive days including non-working days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such a case, the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of employees concerned, and before asking the employees concerned for their agreement the employer shall advise them of the proposed date of the close down or close downs and the details of the annual leave roster.

#### **48.7 Leave allowed before the due date**

**48.7.1** An employer may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued due. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken before it accrued.

**48.7.2** Where annual leave or part thereof has been granted pursuant to **clause 47.7.1**, before the right thereto has accrued due, and the employee:

- (a) resigns or has their services terminated before completing the year of service to which the leave was applicable; and
- (b) the leave taken in advance exceeds the period calculated under **sub-clause 47.14**;

the Employer shall not be liable to make any payment to the employee under **sub-clause 47.13** and shall be entitled to obtain from the employee a refund of an amount for any annual leave taken in excess of the leave accruing at the date of termination.

**48.7.3** Despite anything contained in this clause, an employee who has worked for 12 months in the industry with a number of different employers without taking annual leave will be entitled to pro-rata annual leave. The employee will be paid 1/12 of an ordinary week's wages at the rate for each completed 38 hours of ordinary time worked as continuous service with his/her current employer. Note this sub-clause does not apply to **Engine Drivers and Firemen Industry Employees**.

#### **48.8 Annual leave and public holidays**

**48.8.1** If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

#### **48.9 Other periods of leave during annual leave**

**48.9.1** If a period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under Part 2-2 of the Act (the National Employment Standards), or a period of absence from employment under Division 8 of Part 2-2 of the Act (which deals with



community service leave), the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

- 48.9.2** If the Employer so requires, the Employee must give his or her Employer evidence that would satisfy a reasonable person that the leave taken is for a reason specified in **clause 48** (Personal/Carer's Leave) or **clause 49** (Compassionate Leave) of this Agreement, as the case may be. An Employee is not entitled to take leave under **clause 48** (Personal/Carers Leave) or **clause 49** (Compassionate Leave) unless he or she complies with any such requirement. Where an Employee complies with this provision the number of days specified in the required evidence shall be deducted from any personal/carer's leave entitlement standing to the Employee's credit, and shall be re-credited to his/her annual leave entitlement.

#### **48.10 Annual leave and rostered days off**

##### **48.10.1 For plumbing industry employees AND joinery and building trades products industry employees**

Where a rostered day off, as prescribed in **clause 37.2** or **clause 37.4**, falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in **clause 47.11**.

#### **48.11 Payment for annual leave**

- 48.11.1** If in accordance with this clause an Employee takes a period of paid annual leave, the employer must pay the employee and the employee's current rate of pay for the employee's ordinary hours of work in the period,

- 48.11.2** Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to the employee during the currency of the leave. For **Plumbing Industry Employees** this includes leading hand allowance, if applicable)

- 48.11.3** For the purposes of this clause and **clause 47.13** hereof, wages for **Metal Industry Employees** shall be at the rate prescribed from time to time by:

- **Schedule C, clause 70** (Apprenticeships) and **clause 71** – (Unapprenticed Juniors) of this Agreement, for the occupation in which the employee was ordinarily employed immediately prior to the commencement of their leave or the termination of their employment as the case may be.
  - the rate payable pursuant to **clause 32** (Mixed Functions), calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
  - any over agreement payment for 38 ordinary hours of work per week.
- (a) Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

**48.11.4** Subject to **clause 47.12** hereof each **Engine Driver and Firemen Industry Employee** shall have the amount of wages to be received for annual leave calculated by including the following where applicable:

- the rate applicable to the employee as prescribed by **Schedule E** of this Agreement;
- subject to **sub-clause 47.12.2(ii)** the rate prescribed for work in ordinary time by **clause 93** of the Agreement, according to the employees roster or projected roster including Saturday and Sunday penalty rates and payment for any regularly rostered overtime shift which is worked once in every four weeks to maintain the continuity of the roster.
- the rate payable pursuant to **clause 42** (Weekend and Holiday Work) calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
- any other rate to which the employee is entitled in accordance with the employee's contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu the allowances payable under **Schedule E** and of those payments prescribed by **clause 40** (Overtime) of this Agreement, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.

## **48.12 Annual leave loading**

### **48.12.1 For plumbing industry employees**

In addition, during a period of annual leave, an employee will receive a loading of 17.5% calculated on the rates, loadings and allowances prescribed by **Schedule B**.

### **48.12.2 For metal industry employees AND engine drivers and firemen industry employees**

- (a) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by **Schedule C** or **Schedule E** (as applicable) of this Agreement.
- (b) The loading shall be as follows:
  - **Day workers** - an employee who would have worked on day work only had they not been on leave - a loading of 17-1/2 per cent.
  - **Shift workers** - an employee who would have worked on shift work had they not been on leave - a loading of 17-1/2 per cent.
- (c) Provided that where the employee would have received shift loading prescribed by **clause 68** or **clause 93** (as applicable), had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17-1/2

per cent, then the shift loadings shall be added to the rate of wage prescribed by **Schedule C** or **Schedule E** (as applicable) of this Agreement in lieu of the 17-1/2 per cent loading.

- (d) Provided further, that if the shift loadings would have entitled them to a lesser amount than the loading of 17-1/2 per cent then such loading of 17-1/2 per cent shall be added to the rate of wage prescribed by **Schedule C** or **Schedule E** (as applicable) of this Agreement in lieu of the shift loadings.

#### **48.12.3 For joinery and building trades products industry employees**

- (a) In addition to the payment prescribed in **clause 47.11**, an employee shall receive during a period of annual leave a loading of 17.5 per cent, calculated on the rates, loadings, and allowances prescribed by **Schedule D** of this Agreement and leading hand rates as prescribed by **clause 29.4** if applicable.

#### **48.13 Payment for annual leave on termination**

**48.13.1** When the employment of an employee ends and the employee has accrued untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken the period of leave for the amount of annual leave accrued but not taken at the date of the termination of their employment.

**48.13.2** In addition to **clause 47.13.1** above the employee will also receive the annual leave loading in accordance with **clause 47.12** for the period of untaken paid annual leave being paid out on termination.

#### **48.14 Continuity of Service**

##### **48.14.1 For Metal Industry Employees AND Engine Drivers and Firemen Industry Employees**

- (a) For the purpose of this clause service shall be deemed to be continuous notwithstanding:
- any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
  - any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
  - any absence with reasonable cause proof whereof shall be upon the employee.
- (b) In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this clause shall inform the employer, in writing if practicable, within 24 hours of the commencement of such absence of their inability to attend for duty and as far as practicable the nature of the illness,

injury or cause and the estimated duration of their absence. A notification given by an employee pursuant to **clause 49.3.2** of this Agreement shall be accepted as a notification under this clause.

- (c) Any absence from work by reason of any cause not being a cause specified in this clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.
- (d) In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the plant.
- (e) A notice to an individual employee may be given by delivering it to them personally or by posting it to their last recorded address, in which case it shall be deemed to have reached them in due course of post.
- (f) For **Metal Industry Employees** in calculating the period of twelve months continuous service any such absence as aforesaid shall not except to the extent of not more than 152 working hours in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months continuous service. Provided that for the purposes of this clause in calculating continuous service for periods of less than twelve months such absences due to sickness or accident shall be taken into account and counted as time worked on a pro rata basis of 152 ordinary working hours for twelve months service.
- (g) For **Engine Drivers and Firemen Industry Employees subclause 47.14.1(vi)** is replaced by the following:
  - In calculating the period of twelve months continuous service the following absences shall be taken into account and counted as time worked:
    - up to 152 ordinary working hours in a twelve monthly period in case of sickness or accident;
    - long service leave taken by an employee in accordance with the relevant long service leave award or act, as the case may be.
  - Other absences from work shall not be taken into account and shall not count as time worked in calculating the period of twelve months continuous service.

- Provided that for the purpose of this clause in calculating continuous service for periods of less than twelve months such absences due to sickness or accident shall be taken into account and counted as time worked on a pro rata basis of 152 ordinary hours for twelve months service.

#### **48.14.2 For Joinery and Building Trades Products Industry Employees**

For the purpose of this Clause, service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

- Annual leave, personal leave or parental leave;
- Illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- Jury service;
- Injury received during the course of employment and up to a maximum of twenty six weeks for which the employee received workers' compensation;
- Where called up for military service for up to three months in any qualifying period;
- Long service leave;
- Any reason satisfactory to the employer or in the event of dispute to the Commission. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within twenty-four hours of the time when the employee was due to attend for work or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

#### **48.15 Broken Service – Plumbing Industry Employees AND Joinery and Building Trades Products Employees**

**48.15.1** Where an employee is absent for reasons which do not count as time worked for the definition of continuous service, the amount of leave to which the employee would have been entitled to under **clause 47** of this Agreement, will be reduced by 1/48 for each week or part thereof during which any such absence occurs, and the amount of payment in lieu of leave to which he or she would have been entitled under **clause 47.13** of this Agreement will be reduced by 1/12 of a week's pay for each week or part thereof during which any such absence occurs.

**48.15.2** In addition to **subclause 47.15.1** above for **Joinery and Building Trades Products Industry Employee** - no reduction shall be made in respect of any absence unless the employer informs the **Joinery and Building Trades Products Industry Employee** in writing of the employers intention to do so within fourteen (14) days of the termination of the absence.

#### **48.16 Additional Provisions for Joinery and Building Trades Products Employees**

##### **(a) Commencement of Leave – Distant Jobs**

If an employee is still engaged on a distant job when annual leave is granted and the employee returns by the first reasonable means of transport to the place of engagement (or, if employed prior to going to the distant job, to the place regarded as the headquarters), the employee's annual leave shall

commence on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

## **49 PERSONAL/CARER'S LEAVE**

The provisions of this clause apply to full time and part time employees. See **clause 48.7** below for casual employees' entitlements.

### **49.1 Amount of paid personal/carer's leave**

**49.1.1** Paid personal/carer's leave will be available to an employee when they are absent because of:

- (a) personal illness or injury; or
- (b) personal illness or injury of an immediate family or household member who requires the employee's care or support; or
- (c) an unexpected emergency affecting an immediate family or household member; or
- (d) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the employee, provided that the care and attention is not wholly or substantially on a commercial basis.

**49.1.2** Personal leave of:

- (a) 8 hours per month for each month of service in the first year of service;
- (b) 112 hours in each year in the second, third and fourth years of service; and
- (c) 168 hours in the fifth and following years of service.

**49.1.3** An employee's entitlement accrues progressively during a year of service according to the employee's ordinary hours of work and unused personal/carer's leave accumulates from year to year.

### **49.2 Immediate family or household**

**49.2.1** The term immediate family includes:

- (a) spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee. A defacto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### **49.3 Use of accumulated personal/carer's leave**

**49.3.1** An employee is entitled to use accumulated personal/carer's leave for the purposes of this clause where the current year's personal/carer's leave entitlement has been exhausted.

### **49.4 Notice and evidentiary requirements**

The following notice and evidentiary requirements apply when an employee accesses their personal/carer's leave entitlements:

#### **49.4.1 Employee must give notice**

**(a) For Plumbing Industry Employees & Joinery and Building Trades Industry Employees**

The employee will within 24 hours of the commencement of any absence inform the employer of his/her inability to attend for duty, and as so far as practicable, state the nature of the injury or illness or unexpected emergency or requirement to provide care and attention to another dependant person and the estimated duration of the absence.

**(b) For Metal Industry Employees & Engine Drivers and Firemen Industry Employees**

The employee shall as soon as reasonably practicable and within 8 hours of commencement of the absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury, illness or unexpected emergency or requirement to provide care and attention to another dependant person and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer within 8 hours of such absence, the employee will inform the employer within 24 hours of such absence.

Additionally for **Metal Industry Employees** only, when taking leave to care for members of their immediate family or household who are sick or require care and support, or who require care due to an unexpected emergency, the notice must include:

- the name of the person requiring care and their relationship to the employee;
- the reason for taking leave; and
- the estimated length of absence

#### **49.4.2 Evidence supporting the claim**

- (a)** The employee will prove to the satisfaction of the employer that the employee was unable on the account of illness or injury to attend for duty on the day or days for which personal/carer's leave is claimed.
- (b)** For **Metal Industry Employees** in lieu of **sub-clause 48.4.2(a)** the following applies:

When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

When taking leave to care for members of their immediate family or household who are sick or require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness, injury or unexpected emergency affecting the person concerned and that such illness requires care by the employee.

When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

#### **49.4.3 Single day absences**

**(a) For plumbing industry employees**

An employee may claim paid personal/carer's leave for a single day absence. However, in respect of any second or subsequent single day absences in the same year, the employee must produce a certificate from a duly qualified medical practitioner stating that the employee was unable to attend for duty on account of personal illness or injury. The employer may agree to accept a statutory declaration from the employee in lieu of a medical certificate.

**(b) For metal industry employees and engine drivers and firemen industry employees**

If an employee claims paid personal/carer's leave in accordance with this clause for an absence of one day only and in the same year they have already been allowed paid personal/carer's leave on more than one occasion for one day only, the employee shall not be entitled to payment for the day claimed unless the employee provides evidence in support of the claim in accordance with this clause.

Provided further that for **engine drivers and firemen industry employees** an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident or unexpected emergency in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause.

**(c) For joinery and building trades products industry employees**

In the case of an employee who claims to be allowed paid personal/carer's leave in accordance with this clause for an absence of one day only, such employee if in the year the employee has already been allowed paid Personal/Carer's Leave on two occasions for one day only, shall not be



entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. Provided that an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or injury or unexpected emergency in lieu of a medical certificate.

#### **49.4.4 Specific requirements for carer's leave**

##### **(a) For plumbing industry employees**

In the case of carer's leave, the Employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness, injury or emergency affecting the person concerned, and that the illness, injury or emergency is such as to require care by another. In normal circumstances, an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

Where practicable, the employee will, prior to any absence, give the employer notice of the intention to take leave setting out:

- the name of the person requiring care and their relationship to the employee;
- the reason for taking leave; and
- the estimated length of absence

If it is not practicable for the employee to give prior notice of the absence, the employee will notify the employer by telephone at the first opportunity on the day of the absence.

An employee may take unpaid carer's leave by arrangement with the employer.

##### **(b) For metal industry employees**

The requirements applying to **Metal Industry Employees** can be found at **clause 48.4.2(b)**

##### **(c) For joinery and building trades products industry employees**

The notice and evidentiary requirements for **Joinery and Building Trades Products Industry Employees** are the same for the taking of carer's leave as they are for personal leave (in accordance with **clauses 48.4.1, 48.4.2 and 48.4.3** above).

##### **(d) For engine drivers and firemen industry employees**

The employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness, injury or unexpected emergency of the person concerned and that the illness, injury or unexpected emergency is such as to require care by another.

Carer's leave may be taken for part of a single day.

The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### **49.4.5 Transfer of accruals on termination and separation in certain circumstances**

##### **(a) For joinery and building trades products industry employees**

Any personal/carer's leave for which an employee may become eligible under this Agreement by reason of service with one employer shall not be cumulative upon personal/carer's leave for which the employee may become eligible by reason of subsequent service with another employer.

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

In such case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

##### **(b) For engine drivers and firemen industry employees**

If an employee is terminated by the employer through no fault of the employee and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of personal/carer's leave shall continue from the date of re-engagement.

#### **49.5 Absence on public holidays**

**49.5.1** If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

#### **49.6 Unpaid carers' leave**

**49.6.1** Where an employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in **clauses 48.1.1(b), (c), or (d)** above. The organisation and the employee will agree on the period. In the absence of agreement the employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.

#### **49.7 Casual employees – Caring responsibilities**

**49.7.1** Casual employees are entitled to be unavailable to attend work or to leave work:

- (a) if they need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death in Australia of an immediate family or household member.

**49.7.2** The organisation and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

**49.7.3** The organisation will require the casual employee to provide satisfactory evidence to support the taking of this leave.

## **50 COMPASSIONATE LEAVE**

### **50.1 When is Compassionate Leave available?**

Compassionate leave may be available under this clause **Error! Reference source not found.** to an Employee if a member of the Employee's immediate family or household:

- (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or

- (b) dies

(a "permissible occasion").

**50.2** If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### **50.3 Employees other than casual Employees**

The provisions of subclauses 50.4 to 50.6 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in subclause 50.7.

**50.4** An Employee is entitled to up to 2 ordinary days' paid leave, on each permissible occasion.

**50.5** An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period;
- (b) 2 separate periods of one day each; or
- (c) any separate periods to which the Employee and Employer agree.

**50.6** An Employee may take unpaid additional compassionate leave by agreement with the Employer.

## **50.7 Casual Employees**

Subject to the evidence requirements described at subclause 50.8, a casual Employee is entitled to 2 days unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this subclause may be taken as:

- (a) a single continuous period,
- (b) two separate periods of one day each, or
- (c) any separate periods to which the Employee and Employer agree.

## **50.8 Evidence – all Employees**

Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.

## **51 POSITIVE ATTENDANCE PROGRAMS**

- 51.1** The Parties are committed to supporting and assisting Employees who may suffer from low morale, workplace stress or personal problems through the establishment of positive attendance programs in the workplace.
- 51.2** Local Health Services will undertake negotiations with their Employees to develop Positive Attendance Programs to address these problems should they exist in the workforce.
- 51.3** Positive Attendance Programs are to have practical application and include measures to ensure that where an Employee returns to work after a period of personal leave the Employee is offered support and reassurance as appropriate. The Parties may also consider ways to better maintain regular contact and support to Employees during periods of extended absence (defined as an absence greater than 1 week) and upon return to the workplace.
- 51.4** Positive Attendance Programs may be developed on a financial or non-financial basis at the Employer's complete discretion.

## **52 PARENTAL LEAVE**

- 52.1** Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child in respect of whom the employee will have care responsibilities.
- 52.2** The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 52.3** An **eligible casual employee** means a casual employee:
  - 52.3.1** employed by an employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
  - 52.3.2** who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt,

**52.4** For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

**52.5** An employer must not fail to re-engage a casual employee because:

**52.5.1** the employee or employee's spouse is pregnant; or

**52.5.2** the employee is or has been immediately absent on parental leave;

**52.6** The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

## **52.7 Definitions**

**52.7.1** For the purpose of this clause **child** means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**52.7.2** For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

## **52.8 Basic entitlement**

**52.8.1** Employees, who have or will have completed at least twelve months continuous service, are entitled, subject to any extended leave granted under the NES, to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child, which must be taken by an employee in a single continuous period. An employee who does not satisfy the qualifying service requirement for the paid components of leave or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

**52.8.2** Eligible employees shall be entitled to parental leave in accordance with the following table:

<b>Type of leave</b>	<b>Paid Leave</b>	<b>Unpaid Leave</b>	<b>Combined total</b>
Maternity Leave	10 weeks	42 weeks if primary caregiver	52 weeks
Paternity/Partner Leave	1 week	51 weeks if primary caregiver	52 weeks
Adoption Leave – Primary Caregiver	10 weeks	42 weeks	52 weeks
Adoption Leave – Secondary Caregiver	1 week	2 weeks	3 weeks

## **52.9 Employee couple – Concurrent Leave**

**52.9.1** In the case of employee couples, parental leave is to be available to only one parent at a time in a single unbroken period, except that both parents may simultaneously take up to eight weeks' leave (including any paid leave), in accordance with the Act.

## **52.10 Maternity Leave**

**52.10.1** Subject to **clause 51.8.1** above and unless agreed otherwise between the employer and employee, an employee may begin maternity leave at any time within six weeks immediately prior to the expected date of birth. Otherwise the period of parental leave must start on the date of birth or placement of the child, as relevant, except where taken by spouses or de facto partners in accordance with the Act.

**52.10.2** Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under **clause 51.18**, an employer may require the employee to provide a medical certificate containing the following statements (as applicable):

- (a) A statement of whether the employee is fit for work;
- (b) If the employee is fit for work – a statement of whether it is inadvisable for the Employee to continue to work in her present position during a stated period because of:
  - illness or risks, arising out of the employee's pregnancy;
  - hazards connected with the position;

**52.10.3** The employer may require the employee to take a period of unpaid parental leave as soon as practicable if:

- (a) the Employee does not give the employer the requested certificate under **clause 51.10.2** within 7 days after the request; or,
- (b) within 7 days after the request for the certificate, the Employee gives the employer the medical certificate stating that the employee is not fit to work; or
- (c) the following sub-paragraphs are satisfied:
  - within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in **clause 51.10.2(ii)** above; and
  - **clause 51.18** (transfer to a safe job) does not apply to the Employee;

**52.10.4** The period of leave under **clause 51.10.3** above must not end later than the earlier of the following:

- (a) the end of the pregnancy;
- (b) if the Employee has given the employer notice of taking a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave) – the start date of that leave;

**52.10.5** The period of leave under **clause 51.10.3**:

- (a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period;
- (b) is an exception to the rules about when the Employee's period of unpaid parental leave must start;

**52.10.6** The employee is not required to comply with the evidentiary requirements in **clause 51.12** of this Agreement in relation to the period of leave.

**52.10.7** Where leave is granted under **clause 51.10.3** during the period of leave, an employee may return to work at any time as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

**52.11 Personal illness leave and special maternity leave**

**52.11.1** Where the pregnancy of an employee not then on maternity leave terminates other than by the birth of a living child, the employee must as soon as practicable give notice to the employer of the taking of leave advising the employer of the period, or expected period, of the leave in accordance with the following:

- (a) where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid and/or unpaid sick leave entitlements in accordance with the relevant personal leave provisions and any unpaid special maternity leave that may apply under the Act;
- (b) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under **clause 51.8**, and thereafter, to unpaid special maternity leave in accordance with the Act.

**52.11.2** If an employee takes leave for a reason outlined in **sub-clauses 51.11.1(i)** and **51.11.1(ii)** above, the employee must provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.

**52.11.3** An employee not then on maternity leave who is suffering from a pregnancy related illness may take any paid personal leave to which she is entitled and/or unpaid personal leave in accordance with the relevant personal leave provisions under this Agreement or the Act (including in relation to unpaid special maternity leave).

## **52.12 Notice and evidentiary requirements**

**52.12.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave as outlined by this clause.

**52.12.2** The Employee must give written notice of the taking of parental leave (including intended start and end dates of the leave) at least ten weeks before commencing the leave.

(a) Where this is not practicable (for example, if such failure results from confinement occurring earlier than the expected date, or from a requirement of an adoption agency to accept earlier or later placement of a child), the Employee will provide such notice as soon as reasonably practicable.

**52.12.3** At least four weeks before the intended start date, as notified under **clause 51.12.2** above, the Employee must in writing confirm the intended start and end dates of the leave, or advise the employer of any changes to these dates, unless it is not practicable to do so.

**52.12.4** In the case of maternity or paternity leave, the employer may require the Employee to provide such evidence as would satisfy a reasonable person of the date of birth, including without limitation, a medical certificate stating the date of birth or expected date of birth of the child.

**52.12.5** In the case of adoption leave, the employer may require the Employee to provide such evidence as would satisfy a reasonable person of the day of placement or expected day of placement of the child and that the child is or will be under 16 as at the day of placement or expected day of placement.

**52.12.6** When the employee gives notice under **clause 51.12.2** above the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**52.12.7** An Employee is not entitled to take paid or unpaid parental leave unless he or she has complied with the provisions of this clause as relevant.

## **52.13 Unpaid pre-adoption leave**

**52.13.1** An Employee seeking to adopt a child is, on the production of satisfactory evidence, if required by the Employer, entitled to unpaid leave for the purpose of attending any interviews or examinations necessary to the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave.

**52.13.2** Where agreement cannot be reached the employee is entitled to take up to two days unpaid leave. Where paid leave is available the employee may require the employee to take such leave instead.

## **52.14 Right to request extended parental leave**

**52.14.1** An employee entitled to parental leave pursuant to the provisions of **clause 51.8** may request the employer to allow the employee to extend the period of



parental leave for a further twelve months immediately following the end of the available parental leave in accordance with the NES. An employee seeking to extend their period of parental leave under this clause must make the request to the employer in writing at least four weeks before the end of the available parental leave.

**52.14.2** The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

**52.14.3** The employee's request and the employer's decision made under **clause 51.14.1** and **clause 51.14.2** must be recorded in writing. The employer's written response to the employee's request under **clause 51.14.1** must be in writing and be provided as soon as practicable, and not later than 21 days, after the request has been made. Where an employer refuses the request on reasonable business grounds, the Employer's response must also include details of the reasons for the refusal.

## **52.15 Request for flexible working arrangements**

**52.15.1** An Employee, who has completed at least twelve months continuous service with the Employer or is a long term casual employee and who is a parent, or has responsibility for the care of a child may request the employer for a change in working arrangements to assist the employee care for the child in accordance with the NES if the child:

- (a) is under school age; or
- (b) is under 18 and has a disability.

Examples of changes in working arrangements include hours of work, changes in patterns of work and changes in location of work.

**52.15.2** The Employer may only refuse the Employee's request on reasonable business grounds.

**52.15.3** Requests made under **clause 51.15.1** must be made in writing and set out the details of changes sought and the reasons for the change.

**52.15.4** An Employer who receives a written request under **clause 51.15.1** must give the Employee a written response to the request within 21 days stating whether the Employer grants or refuses the request. Where the employer refuses the request in accordance with **sub-clause 51.15.2** the Employer's written response must also include details of the reasons for the refusal.

## **52.16 Variation of period of parental leave**

**52.16.1** Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under **clause 51.8** for less than the available period, the Employee may apply to their employer to extend the period of parental leave, within the available period on one occasion.

**52.16.2** Any such change must be notified in writing at least four weeks prior to the commencement of the changed arrangements. The notice must specify the new intended end dates of the parental leave.

## **52.17 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **clause 51.14** and in accordance with the NES.

## **52.18 Transfer to a safe job**

**52.18.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, the employee is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of illness or risks arising out of the pregnancy or hazards connected with that position, the employer will transfer the Employee to an appropriate safe job (as defined by the Act), provided one exists, with no other change to the employee's terms and conditions of employment (by reference to the hours actually worked) during the risk period in accordance with the NES.

**52.18.2** Where no appropriate safe job exists, the Employee may take paid no safe job leave, at the employee's current rate of pay for their ordinary hours of work for the risk period.

**52.18.3** If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

**52.18.4** If an Employee is on paid no safe job leave during the six week period before the expected date of birth of the child, and the Employee has failed to comply with a request by the Employer for a medical certificate stating whether the employee is fit for work, the employer may require the Employee to take unpaid parental leave, in accordance with the Act.

**52.18.5** The entitlement to leave is in addition to any other leave entitlement the employee has.

## **52.19 Returning to work after a period of parental leave**

**52.19.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

**52.19.2** Subject to **clause 51.19.3** below, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to **clause 51.18** above, the employee will be entitled to return to the position they held immediately before such transfer.

**52.19.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## **52.20 Replacement employees**

**52.20.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**52.20.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

## **52.21 Consultation and Communication during Parental leave**

**52.21.1** Where an employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the employee's pre-parental leave position, the employer shall take reasonable steps to give the employee information about and an opportunity to discuss, the effect of the decision on that position

**52.21.2** The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

**52.21.3** The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with **clause 51.21.1**.

## **53 LONG SERVICE LEAVE**

### **53.1 Entitlement to long service leave**

**53.1.1** On completion of 15 years' continuous service with the Health Service an employee shall be entitled to 6 months' long service leave and thereafter an additional 2 months long service leave on completion of each additional 5 years' service.

**53.1.2** On completion of 10 years' service with the Health Service an employee shall be entitled to 17.3 weeks long service for that period of service.

### **53.2 For metal industry employees**

**53.2.1 Metal Industry Employees** shall be entitled to long service leave in accordance with **clause 52.1** above, subject to the application of the following subclauses.

**53.2.2** Long service leave shall be taken by agreement as soon as practicable after such an entitlement falls due. Provided that the employer is satisfied that the granting of such leave to numbers of employees on or about the same time will not unduly affect the employer.

**53.2.3** Where an employee is absent on long service leave and the period of leave includes their rostered day off that day shall not be added to the period of long service leave.

## **54 PUBLIC HOLIDAYS**

**54.1** An employee (other than a casual) shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.

**54.2** The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:

**54.2.1** New Year's Day;

**54.2.2** Australia Day;

**54.2.3** Good Friday;

**54.2.4** Easter Saturday (subject to **clause 54**);

**54.2.5** Easter Monday

**54.2.6** Anzac Day;

**54.2.7** Queen's Birthday;

**54.2.8** Labour Day;

**54.2.9** Melbourne Cup Day;

**54.2.10** Christmas Day; and

**54.2.11** Boxing Day

**54.3** If in a particular year, no date is determined under Victorian Law as a public holiday in respect of any occasion referred to in **clause 53.2** above, a public holiday will be observed on the actual day.

### **54.4 Additional Public Holidays**

**54.4.1** Where under Victorian Law, public holidays are declared or prescribed in respect of occasions other than those set out in **clause 53.2** above, those days shall constitute additional holidays for the purpose of this Agreement.

### **54.5 Payment for work on public holidays when substitute day/days in lieu are declared under Victorian Law**

**54.5.1** The following rules regarding public holiday penalty payments will apply in circumstances where either:

(a) Christmas Day, Australia Day, Boxing Day or New Year's Day (**Actual Day**) is a Saturday or Sunday, and a substitute holiday/day in lieu is determined under Victorian Law on another day in respect of any of those occasions (**Other Day**); or

(b) Any public holiday defined in **clause 53.2 (Actual Day)** is substituted under **clause 53.6** to another day (**Other Day**):

i. If an employee works on both the Actual Day and the Other Day, weekend penalties shall apply to time worked on the Actual Day and

public holiday penalties shall apply to time worked on the Other Day;

- ii. If an employee works on the Other Day and not the Actual Day, the employee will receive public holiday entitlements for time worked on the Other Day;
  - iii. If an employee works on the Actual Day and not the Other Day, public holiday penalties (but not weekend penalties) shall apply to the Actual Day;
- (c) The employee shall only receive the public holiday penalties for either the Actual Day or the Other Day, but not both

## **54.6 Substitution by Agreement**

**54.6.1** Further where an employer and the majority of their employees agree substitution of another day for any holiday prescribed in this clause may occur in accordance with the following sub-clauses:

**(a) For plumbing industry employees**

An employer may, with the agreement of a majority of his/her affected employees, substitute another day for any holiday prescribed in this clause. Employees may elect to be represented in meeting and conferring with the employer about substituting another day a prescribed holiday.

Employees who are members of the union may be represented by the Union in meeting and conferring with the employer about substituting another day as a holiday, and the employer must give the union a reasonable opportunity to meet and confer about the matter. Union involvement in this process does not mean that the consent of the union is required prior to the implementation of agreed arrangements.

**(b) For metal industry employees**

- An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- An agreement pursuant to **clause 53.3.2(ii)** above shall be recorded in writing and be available to every affected employee.

**(c) For joinery and building trades products employees**

- Provided that for an employee employed at work beyond a radius of 40 kilometres of the GPO Melbourne, another day may, by agreement between the employer and employee representative or majority of employees, be substituted for Melbourne Cup Day, provided further that for any employee resident in Geelong, and employed within a radius of 50 kilometres of the GPO Geelong, Geelong Cup Day shall be substituted for Melbourne Cup Day.
- An employer whose business is situated near a State or Territory border and whose operations traverse the border may elect to follow a particular

State or Territory's public holidays, subject to agreement with the employee representative or majority of employees.

- An employer and employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- An agreement pursuant to this sub-clause shall be recorded in writing and be available to every affected employee.
- The unions which are party to this Agreement shall be informed of an agreement pursuant to this subclause, provided such agreement is made with a union member.

(d) **For engine drivers and firemen industry employees**

- All employees shall be entitled to the same holidays as are observed by the general body of employees of the industry in which they are employed. Provided that an employee shall be entitled in any case to the holidays prescribed in **clause 53.1**:
- In addition to the public holidays prescribed in **clause 53.1** above, **Engine Drivers and Firemen Industry Employees** are entitled to any such other day as is generally observed in the locality as a substitute for any of the said days respectively.

**54.7 Payment for working on a public holiday**

**54.7.1 For plumbing industry employees AND joinery and building trades products industry employees**

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

**54.7.2 For metal industry employees**

Except as provided for by **clause 68.10** of this Agreement an employee not engaged on continuous work shall be paid at the rate of double time and a half for work done on public holidays, such double time and a half to continue until the employee is relieved from duty.

**54.7.3 For engine drivers and firemen industry employees**

Payment for work performed on a public holiday for **engine drivers and firemen industry employees** will be in accordance with the applicable provisions of **clause 42** (Weekend and Holiday Work).

**54.8 Additional provisions applying to metal industry employees only**

**54.8.1 Rest pause – holidays**

An employee, other than a casual employee, not engaged in continuous work who works on a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring in such absence.

#### **54.8.2 Minimum payment – holidays**

Employees, other than on shift or engaged in maintaining the continuity of electric light and power or garage employees and/or drivers of tow and/or repair vehicles recalled for breakdown, accident or other emergency work, required to work public holidays shall be paid for a minimum of three hours work.

#### **54.8.3 Crib time – holidays**

An employee not engaged on continuous work working on a Sunday or public holiday shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues work after such crib time. Provided that where a day worker is required to work on a public holiday the first prescribed crib time shall if occurring between 10:00am and 1:00pm be paid at ordinary rates.

#### **54.8.4 Meal allowance – holidays**

- (a) An employee not engaged in continuous work, required to work on a public holiday for more than four hours without being notified on the previous day or earlier that they will be so required to work, shall either be supplied with a meal by the employer or paid the amount prescribed in **clause 36.9** above for the meal taken during each crib break. Provided that such payment need not be made to employees living in the same locality as their workshop who can reasonably return home for meals.
- (b) An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a public holiday or is required to work for a lesser period of time than advised shall be paid the rates prescribed in this clause for meals which they have provided but which are surplus.

#### **54.8.5 Seven day shift workers**

- (a) A seven day or continuous shift worker, that is a shift worker who is rostered to work regularly on Sundays and holidays, when their rostered day off falls on a public holiday prescribed in this clause shall at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This clause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.
- (b) Where a public holiday occasion listed in **clause 53.2** is substituted by Victorian Law and:
  - i. The employee is rostered off for both the Actual Day and the Other Day then only one day's payment will be made under **sub-clause 53.8.5(a)**; or

- ii. The employee works only on either the Actual Day or the Other Day and receives public holiday penalties for the day worked, the Employee will not receive a payment under **sub-clause 53.8.5(a)** in respect of the day not worked;

**54.9 Additional provisions applying to joinery and building trades products industry employees only**

*Public Holidays and Termination of Employment*

**54.9.1** An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in or each holiday in a group as prescribed in **clause 53.7.2** which falls within 10 consecutive calendar days after the day of termination.

**54.9.2** Where any two or more of the holidays prescribed in this Agreement occur within a 7 day span, such holidays shall for the purposes of this Agreement be a group of holidays. If the first day of the group of holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days.

Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.

- (a) No employee shall be entitled to receive payment from more than one employer in respect of the same public holiday or group of holidays.

*Application to part-time employees*

**54.9.3** Where an employee is working on a part time basis pursuant to the provisions of **clause 51** (Parental Leave), the holidays provisions in this clause shall only apply in respect of that part of a holiday or group of holidays which coincides with the ordinary hours of part time work applicable to that employee.

**55 EASTER TUESDAY**

**55.1** All employees may have the Easter Saturday benefit from the *Health & Allied Services – Public Sector – Award 1998* which is as follows:

**55.1.1** An employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday shall be entitled to:

- (a) one day's pay in respect of Easter Saturday; or
- (b) where there is mutual consent, within four weeks following the date on which such holiday occurred, the employee may take a day off in lieu; or
- (c) have one day added to their annual leave.

**55.2** Despite the operation of **clause 54.1** employees who currently receive Easter Tuesday as a public holiday cannot also benefit from this clause (i.e. both benefits cannot be availed of);



**55.3** The above is available by mutual agreement subject to operational coverage being met and no backfill or additional labour costs being incurred;

**55.4** If substitution of those days cannot be operationally achieved, then the affected employees may take the day at a mutually agreed time in the subsequent four weeks;

## **56 48/52 WEEK RULE**

**56.1** To facilitate a greater work life balance for an employee and notwithstanding any other provision of this Agreement, an Employee may, with the agreement of the Employer, work between 48 and 51 weeks per year.

**56.2** Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

**56.3** Where the Employer and the Employee agree to a reduction in the number of workings weeks under **clause 55.1** above the Employee will receive additional annual leave as follows:

48/52 weeks	Additional 4 weeks' leave	(8 weeks in total)
49/52 weeks	Additional 3 weeks' leave	(7 weeks in total)
50/52 weeks	Additional 3 weeks' leave	(6 weeks in total)
51/52 weeks	Additional 3 weeks' leave	(5 weeks in total)

**56.4** The Employee will receive a salary equal to the period worked (for example: 48 weeks, 49 weeks, 50 weeks, 51 weeks) which will be spread over a 52 week period.

**56.5** Accrual of sick leave and long service leave by the Employee shall remain unchanged.

**56.6** The Employer will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted will make proper arrangements to ensure that workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

**56.7** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee reverts to 52 week employment, appropriate pro-rata salary adjustments will be made.

## **57 COMMUNITY SERVICE LEAVE (INCLUDING JURY SERVICE)**

**57.1** An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the employee's absence (unless the activity is jury service) is reasonable in all the circumstances.

**57.2** An eligible community service activity includes:

**57.2.1** jury service required by or under law; or

**57.2.2** a voluntary emergency management activity; or

**57.2.3** an activity prescribed by regulations as an eligible community service activity for the purposes of the *Fair Work Act 2009*.

- 57.3** An employee engages in voluntary community service activity, if, and only if:
- 57.3.1** the employee engages in an activity that involves dealing with an emergency or natural disaster; and
  - 57.3.2** the employee engages in the activity on a voluntary basis; and
  - 57.3.3** the employee is a member of, or has a member like association with, a recognised emergency management body (as defined); and
  - 57.3.4** either
    - (a) the employee was requested by or on behalf of the body to engage in that activity; or
    - (b) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

**57.4 Notice and evidentiary requirements**

- 57.4.1** Employees seeking to take Community Service Leave must provide notice to the employer as soon as practicable (which may be after the absence has started) and must advise the employer of the period, or expected period, of the absence.
- 57.4.2** If requested, the employee shall be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the employer.
- 57.4.3** An employee's absence from the workplace is only covered by the provisions of this clause if they satisfy the notice and evidentiary requirements set out above.

**57.5 Payment to employees (other than casuals) on jury service**

- 57.5.1** Subject to **clause 56.5.2** below, the employer is required to pay an employee who is required to attend for jury service at their current ordinary rate of pay for the ordinary hours of work in the period.
- 57.5.2** The employer may require the employee to produce satisfactory evidence:
  - (a) that they have taken all necessary steps to obtain any amount of jury service pay to which they are entitled; and
  - (b) of the total amount of jury service pay that has been paid, or is payable, to the employee for the period of jury service.
- 57.5.3** An employee shall only be entitled to payment for jury service under **clause 56.5.1** where they have satisfied the evidence requirements of **clause 56.5.2**.
- 57.5.4** The amount payable to an employee under **clause 56.5.1** is reduced by the amount of jury service pay received by the employee, as disclosed to the employer in accordance with **clause 56.5.2**.

## **58 TRAINING OF SAFETY REPS**

In accordance with the requirements of *the Occupational Health and Safety Act 2004*, an employee, upon election as a Health and Safety Representative, shall be granted leave to undertake an appropriate introductory or refresher health and safety representative's course from a Victorian Workcover Authority approved training organisation. Leave granted under this clause is in addition to leave available to employees elsewhere in this Agreement.

## **59 WORKPLACE RELATIONS TRAINING LEAVE**

In order to encourage cooperative workplace relations and facilitate the operation of this agreement, an Employee who makes a request to their Employer to attend training in workplace relations, dispute resolution or grievance management may, with the Employer's approval, be granted up to five (5) days' paid leave per annum for attendance at such training, provided that the granting of such leave will not unduly affect the Employer's operational requirements. The Employer will not unreasonably refuse the granting of such leave.

## **60 FAMILY VIOLENCE LEAVE**

*NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 11.*

### **60.1 General Principle**

Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer is committed to providing support to staff that experience family violence.

Leave for family violence purposes is available to employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence.

### **60.2 Definition of Family Violence**

For the purposes of this clause, family violence is as defined by the *Family Violence Protection Act 2008 (Vic)* which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
  - (i) is physically or sexually abusive; or
  - (ii) is emotionally or psychologically abusive; or
  - (iii) is economically abusive; or
  - (iv) is threatening; or
  - (v) is coercive; or
  - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (a) above.

### **60.3 Eligibility**

Paid leave for family violence purposes is available to all Employees with the exception of casual Employees.

Casual Employees are entitled to access leave without pay for family violence purposes.

### **60.4 General Measures**

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and child health nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 60.5 and clause 60.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

### **60.5 Leave**

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro rata for part time Employees) following an event of Family Violence and for related purposes such as counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- (b) An Employee who supports a person experiencing family violence may utilise their personal leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 60.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

## **60.6 Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
  - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) temporary or ongoing job redesign or changes to duties;
  - (iii) temporary or ongoing relocation to suitable employment;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

## **61 FITNESS FOR WORK**

### **61.1 Fit for Work**

- (a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- (b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.
- (c) In the event the Employee's manager forms a reasonable belief as defined at subclause 61.1(d) below that an Employee may be unfit to perform their duties, the manager will discuss their concerns with the Employee in a timely manner to

promote physical, mental and emotional health so that employees can safely undertake and sustain work.

- (d) In this clause **reasonable belief** means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- (e) In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, or a psychologist.
- (f) The Employer will:
  - (i) take all reasonable steps to give the Employee an opportunity to answer any concerns;
  - (ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
  - (iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that employees can safely undertake and sustain work; and
  - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the employee can safely undertake and sustain work.
- (g) Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee's consent to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. The Employee will advise the Employer of the Employee's treating medical practitioner, and the Employer will provide to the Employee, in writing, the concerns that form the basis of the reasonable belief to assist and a copy of any correspondence to the Employee's treating medical practitioner.
- (h) The Employee will provide a copy of the report to the Employer.
- (i) The Employer and Employee will meet to discuss any report.
- (j) If, on receipt of the report, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner.
- (k) Where the Employee attends a medical practitioner under either subclauses 61.1(g) or 61.1(j) above:
  - (i) the Employee will be provided with a copy of any correspondence sent to the medical practitioner and any resulting report;
  - (ii) the Employer will pay for the cost of the appointment and report.
- (l) Nothing in this clause prevents an Employer from taking any reasonable step to ensure a safe work environment.

## 61.2 Reasonable Adjustments

- (a) Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to subclause 61.2(b) below.
- (b) An Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.
- (c) **Definitions**
  - (i) **Disability** has the same meaning as section 4 of the EO Act and includes:
    - (A) total or partial loss of a bodily function; or
    - (B) presence in the body of organisms that may cause disease;
    - (C) total or partial loss of a part of the body; or
    - (D) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.
  - (i) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
    - (A) the employee's circumstances, including the nature of the disability;
    - (B) the nature of the Employee's role;
    - (C) the nature of the adjustment required to accommodate the Employee's disability;
    - (D) the financial circumstances of the Employer;
    - (E) the size and nature of the workplace and the Employer's business;
    - (F) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;
    - (G) the consequences for the Employer in making the adjustment,
    - (H) the consequences for the Employee in not making the adjustment.

## **PART 7 – CONDITIONS OF EMPLOYMENT SPECIFIC TO PLUMBING INDUSTRY EMPLOYEES**

### **62 APPLICATION OF THIS PART**

The terms of **part 7** of this Agreement are additional terms specific to those employees previously covered by the *Plumbing Industry (Victorian Government Departments, Instrumentalities & Public Hospitals) Award 2000* [transitional] and currently employed in any of the classifications shown in **Schedule B** of this Agreement.

### **63 DEFINITIONS SPECIFIC TO PLUMBING INDUSTRY EMPLOYEES**

**63.1 Confined space** means one of which the dimensions are such that the employee must work in a stooped or cramped position or without adequate ventilation, or where confinement within a limited space is productive of unusual discomfort to the employee.

**63.2 Continuous service** means a period of continuous service under an unbroken contract of employment. In calculating 12 months continuous service, absences for the following reasons will be counted as time worked:

- illness or accident up to a maximum of 4 weeks after the expiration of paid sick leave;
- any paid leave entitlement taken (e.g. annual leave, jury service, public holiday, personal/carer's leave, long service leave etc);
- injury received during the course of employment, up to a maximum of 26 weeks, for which the employee received workers' compensation; or
- where called up for military service for up to 3 months in any qualifying period.

Further the following events do not break an employee's continuity of service (although they do not count as time worked for the purpose of calculating continuous service):

- any absence from work on account of unpaid leave granted, proposed or agreed to by the employer; and
- any other absence from work, except where the employer notifies the employee in writing, within 14 days of the termination of the absence, that his/her service has been broken.

**63.3 Leading hand** means an employee who is given by the employer, or his/her agent, the responsibility of directing and/or supervising the work of other persons, or in the case of only one person, the specific responsibility of directing and/or supervising the work of that person.

**63.4 Operator of explosive powered tools** means an employee qualified in accordance with the laws and regulations of State concerned to operate explosive-powered tools and who is operating such tools.

**63.5 Wet place** means one in which the employee's clothing is necessarily wetted to an uncomfortable degree, or one in which water accumulates under foot to a depth exceeding two inches.



## **64 CLASSIFICATION DEFINITIONS**

**64.1 Drainer** means a person directly responsible to the employer, who is engaged to perform work in connection with the proper and correct laying of sewerage and drainage pipes.

**64.2 Plumbers' Labourers** means a person primarily engaged in assisting a plumber.

## **65 POSTING OF AGREEMENT**

A consolidated copy of this Agreement will be kept by the Employer in a prominent place on the Employer's premises where it is readily accessible to Employees.

## **66 FARES & TRAVELLING TIME**

When required by the employer, employees will start and/or cease work on the job site at the usual commencing and finishing times within which ordinary hours may be worked, and will be paid the following allowances:

### **66.1 Travel in own time to and/or from worksite**

An employee who is required to provide his/her own transport and to travel in his/her own time to or from the worksite within a defined radius from the respective centre will receive an allowance of one quarter hour per day travelling time calculated at ordinary time rates in addition to the amount of fares as defined for each day on which the employee presents for work on the job. Where the employer provides or offers to provide transport from an agreed pick up place to the place of work the said fares component will not be payable.

### **66.2 Commencing and finishing at workshop**

No allowances will be payable to an employee who is required to report for, and finish work at, his/her employer's workshop and is transported to and from any job by his/her employer.

### **66.3 Employee provided with vehicle**

**66.3.1** Where an employee is provided with a vehicle for his/her use as transport to and from his/her home to the centre to commence and cease work at the usual commencing and finishing times within which ordinary hours may be worked the employee will not be entitled to any payment of allowances for fares or travelling time.

**66.3.2** Where an employee is provided with a vehicle for his/her use in travelling to and from his/her home to the job site within the radii (as defined in **clause 63.6.1**) to commence and finish work at the usual commencing and finishing time within which ordinary hours may be worked, the employee will receive an allowance of one quarter hour per day travelling time calculated at ordinary time rates (there is no entitlement to the fares component).

### **66.4 Transport during working hours**

**66.4.1** Where an employee is required by an employer to travel to any other job site during the course of his/her daily engagement, the employee will be paid all fares necessarily incurred except where transport is provided by the employer to and from such site, and all time spent in such travel will be regarded as time worked.

**66.4.2** Where an employer requests and employee to use his/her own car to effect such a transfer, and the employee agrees to do so, the employee will be paid an allowance at the rate as prescribed by the ATO.

## **66.5 Travel beyond defined radius**

**66.5.1** When working on jobs beyond the defined radius from the Centre, an employee will be paid the amounts required under **clause 63.1** or **clause 63.2** of this Agreement (as relevant), plus an allowance for travelling time calculated at the ordinary time rate of pay for the time required to travel from the outside of the defined radius to the job site and back, calculated at a speed not exceeding the legal speed limit and with a minimum payment of a quarter of an hour for each such journey.

**66.5.2** Where an employee provides his/her own transport, an additional allowance of 39 cents per kilometre will be payable for the distance involved in travelling beyond the defined radius and return thereto and which will compensate for any fares incurred by public transport.

## **66.6 Definitions**

**66.6.1** The radius will be 50 kilometres and the fares will be \$9.72.

**66.6.2** The Centre for employment will be:

- (a) The employer's normal base establishment or workshop; or
- (b) The GPO or Principal Post Office of the cities of Ballarat, Bendigo, Geelong or Melbourne for all employers whose base establishment or workshop is within the defined radius from the relevant Post Officer; or
- (c) The local Post Office closest to the employer's establishment or workshop beyond the defined radius of the Post Offices listed above;

An employer having selected a place as the Centre will not change that Centre without one month's prior notice to each employee.

## **66.7 Entitlement**

The allowances prescribed in this clause will not be taken into account in calculating overtime, penalty rates or annual or personal/carer's leave. Upon any day when the employee in accordance with the employer's requirements reports for work or allocation of work and on the rostered day as prescribed in **clause 37** (Hours of Work), an employee will receive the fares and/or travelling time payment (if any) that the employee would normally be paid if the employee worked for the day.

## **67 EMPLOYER & 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 provided that such duties are not designed to promote de-skilling.

## **68 APPRENTICESHIPS**

**68.1** Apprentices will be entitled to all terms, conditions, amounts and allowances as prescribed elsewhere in this Agreement (including **clause 63** (Fares and Travelling Time) at the full rate unless otherwise prescribed by this clause.

**68.2** The minimum weekly wage to be paid to apprentices is an aggregate of the following constituents:

**68.2.1** the weekly base rate;

**68.2.2** tool allowance;

as prescribed by this Agreement.

**68.3** The weekly rate payable to plumbing apprentices is prescribed in **Schedule B** of this Agreement.

**68.4** In determining the wages to be paid to an apprentice, any credit applicable to the term of apprenticeship will be counted as part of the term of apprenticeship already completed.

**68.5** Apprentices will be paid all wages and allowances as specified by this Agreement for time spent attending college/school in the course of their apprenticeship. All time spent attending college/school in the course of their apprenticeship will count as time served for all purposes.

**68.6** Where in any year of the apprenticeship course, an apprentice attains the standard of proficiency prescribed in Regulation 16 of the Industrial Training (Plumbing Trade Apprenticeship) Regulations 1980, the apprentice shall:

**68.6.1** Where the apprentice has attained that standard for the first time, be paid for the next succeeding year the sum of \$1.65 per week, in addition to the prescribed weekly wage;

**68.6.2** Where the apprentice has attained that standard for the second time, be paid for the next succeeding year the sum of \$2.05 per week, in addition to the prescribed weekly wage;

**68.6.3** Where the apprentice has attained that standard for the third time, be paid for the next succeeding year the sum of \$2.45 per week, in addition to the prescribed weekly wage;

**68.7** The following provisions do not apply to apprentices:

<b>Subject Matter</b>	<b>Clause Number</b>
Rates of pay and allowances	<b>Schedule B (unless specifically referenced in this clause)</b>
Termination of employment	<b>Clause 19</b>

## **PART 8 – CONDITIONS OF EMPLOYMENT SPECIFIC TO METAL INDUSTRY EMPLOYEES**

### **69 APPLICATION OF THIS PART**

The terms of **part 8** of this Agreement are additional terms specific to those employees previously covered by the *Metal Industry (Victorian Public Hospitals) Award 2002* [transitional] and currently employed in any of the classifications shown in **Schedule C** of this Agreement.

### **70 CLASSIFICATION DEFINITIONS**

#### **70.1 Definitions**

**70.1.1 Sunday** means all time between midnight Saturday & midnight Sunday.

**70.1.2 Peripheral & Incidental Duties** – it is agreed that employees will be required to carry out duties of a nature incidental to the performance of their main task or peripheral to the performance of their main task provided that performance of such additional duties is within the individual's capacity and does not require any training other than for familiarisation purposes. The over-riding intent of this process is to enable each employee to complete, to the maximum practical extent, whole jobs.

**70.1.3 Allied Trade Skills** means skills which have traditionally been covered by different trades but which have been broadbanded together within the same functional stream under this Agreement. Examples of allied trade skills are contained within stream definitions.

#### **70.1.4 Mechanical Stream**

This includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration and the use of related computer controlled equipment (e.g. computer numeric controlled machine tools).

Vocational fields covered by this stream including fitting and turning, automotive mechanics, refrigeration mechanic.

#### **70.1.5 Electrical Stream**

Includes but is not limited to the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems equipment and control (e.g. electric wiring, motors, generators, refrigeration systems, PL's and other electronic controls, instruments, telecommunications, radio and television, communication and information processing equipment).

Vocational fields covered by this stream include electrical fitter, electrical mechanic etc).

**70.1.6 Special Work (Public Hospitals)** shall mean work on a substantial amount of the following type of complex/sophisticated equipment or similar namely:

- (a) Sterilisers;

- (b) High vacuum type units, fully automatic in operation, single-door and/or double-sliding door types;
- (c) Rapid cool type sterilisers;
- (d) Ethylene and/or formaldehyde-oxide sterilisers;
- (e) Beds;
- (f) Specialised beds, electronically operated to tilt and turn patients;
- (g) Laboratory centrifuges;
- (h) Pathological laboratory microtomes;
- (i) Medical suction type compressor (large stationary)
- (j) Medical breather air compressor
- (k) Kitchen blast freezing units;
- (l) Washer-extractors over 300lbs capacity and associated laundry equipment.

## **70.2 Classifications**

### **Mechanical Classifications (Public Hospitals)**

#### **70.2.1 Motor Mechanic**

This classification shall apply to a tradesman engaged on repairing, altering, overhauling, assembling (except for the first time in Australia), or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.

#### **70.2.2 Mechanical Tradesman Level 1**

This classification shall apply to employees specifically engaged on all or substantially all of the mechanical duties required by the Hospital, other than those covered by the definition of “special work” herein.

#### **70.2.3 Mechanical Tradesman Level 2**

This classification shall apply to a Mechanical Tradesman who is required to perform special work as defined by **clause 67.1.6** of this Agreement.

### **Electrical Classifications (Public Hospitals)**

#### **70.2.4 Electrical Tradesman Public Hospitals**

This classification shall apply to an electrical fitter whose duties involve the in-depth knowledge of and who perform work relating to hospital electrical equipment, other than those items listed for “complex systems”.

#### **70.2.5 Electrical Tradesman Public Hospitals (Complex Systems)**

This classification refers to an Electrical Tradesman who has a specified knowledge of intricate or complex electrical control systems and who is required to examine, diagnose, repair and modify inter-connected circuits on a substantial amount of the following type of sophisticated equipment or similar:

- (a) Automatic boilers;
- (b) Emergency generator sets;
- (c) Air-conditioning units (large commercial and domestic types);
- (d) Automatic doors and boom gates;
- (e) Automatic food vending machines;
- (f) Refrigerators and deep freezers (large commercial types);
- (g) Sterilisers;
- (h) Laboratory centrifuges;
- (i) Closed circuit television;
- (j) Intercom and nurse call systems;
- (k) Washers – commercial, continuous batch type;
- (l) Washer/extractors over 136kg capacity and associated laundry equipment.

### **70.3 Traineeships (ATS)**

**70.3.1 Traineeship (ATS)** means a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Educational College or other training provider approved by the State Training Authority.

**70.3.2 Trainee (ATS)** means an employee who is bound by a training agreement established under the Australian Traineeship System which is registered with the appropriate State Training Authority.

**70.3.3 Training Agreement (ATS)** means an Australian Traineeship System Training Agreement registered with the appropriate State Training Authority.

## **71 SHIFTWORK – FOR METAL INDUSTRY EMPLOYEES**

### **71.1 Definitions**

For the purpose of this subclause:

**71.1.1 Afternoon shift** means any shift starting after 6:00pm and at or before midnight.

**71.1.2 Continuous work** means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days

without interruption except during break-downs or meal breaks or due to unavoidable causes beyond the control of the employer.

**71.1.3 Night shift** means any shift finishing subsequent to midnight and at or before 8:00am.

**71.1.4 Rostered shift** means a shift of which the employee concerned has had at least forty-eight hours notice.

## **71.2 Hours – Continuous Work Shifts**

**71.2.1** This clause shall apply to shift workers on continuous work as hereinbefore defined.

**71.2.2** The ordinary hours of work for such shift workers shall be 38 per week averaged over one complete cycle of the roster and shall not exceed:

- (a) eight hours in any one day; nor
- (b) 48 hours in any one week; nor
- (c) 88 hours in fourteen consecutive days; nor
- (d) 152 hours in 28 consecutive days.

**71.2.3** Subject to the following conditions such shift workers shall work at such times as the employer may require:

- (a) a shift shall consist of not more than eight hours, inclusive of crib time;
- (b) except at the regular change over shifts an employee shall not be required to work more than one shift in each twenty-four hours;
- (c) twenty minutes shall be allowed to shift-workers each shift for crib which shall be counted as time worked.

## **71.3 Hours – other than continuous work**

**71.3.1** This clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of work for such shift workers shall be 38 hours per week averaged over one complete cycle of the roster and shall not exceed:

- (a) 40 hours in any week to be worked in five shifts of eight hours; or
- (b) 80 hours in fourteen consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;
- (c) 120 hours in 21 consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

- 71.3.2** Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular change over shifts an employee shall not be required to work more than one shift in each twenty four hours.

#### **71.4 Rosters**

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

#### **71.5 Variation by agreement**

- 71.5.1** The method of working shifts may in any case be varied by agreement between the agency and the majority of employees in the agency or work section of sections concerned.
- 71.5.2** Where there is agreement between the parties in accordance with the above, ordinary hours not exceeding twelve on any day may be worked subject to:
- (a) Proper health and monitoring procedures being introduced;
  - (b) Suitable roster arrangements being made;
  - (c) Proper supervision being provided;
  - (d) Adequate breaks being provided; and
  - (e) An adequate review process being implemented through the consultation process;
- 71.5.3** The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees in the agency or work section or sections concerned or in the absence of agreement by seven days notice of alteration given by the employer to the employees.

#### **71.6 Afternoon or night shift allowances**

- 71.6.1** A shift worker whilst on afternoon or night shifts shall be paid for such shift 15 per cent more than their ordinary rate.
- 71.6.2** A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid for each such shift at 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to their ordinary rate.
- 71.6.3** An employee who:
- (a) during a period of engagement on shift work, works night shift only; or
  - (b) remains on night shift for a longer period than four consecutive weeks; or



- (c) works on night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;

Shall during such engagement period or cycle be paid 30 per cent more than their ordinary rate for all time worked during ordinary working hours on such night shift.

#### **71.7 Saturday shifts**

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift penalties prescribed in **clause 68.6** above.

#### **71.8 Overtime**

**71.8.1** Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift shall:

- (a) if employed on continuous work be paid at the rate of double time; or
- (b) if employed on other shift work at the rate of time and a half for the first three hours and double time thereafter;

Except in each case when the time is worked:

- (a) by arrangement between the employees themselves;
- (b) for the purpose of effecting the customary rotation of shifts; or
- (c) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with **clause 25** (Payment of Wages) of this Agreement.

**71.8.2** Provided that when no less than eight hours' notice has been given to the employer by a relief employee that they will be absent from work and the employee whom they should relieve is not relieved and is required to continue to work on their rostered day off the unrelieved employee shall be paid double time.

#### **71.9 Requirements to work reasonable overtime**

An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement subject to the provisions of **clause 36.1**.

#### **71.10 Sundays and holidays**

**71.10.1** Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:

- (a) Sundays – at the rate of double time;

(b) Holidays as prescribed by **clause 53** – at the rate of double time;

**71.10.2** Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed in **clause 42** and **clause 53**. Where shifts commence between 11:00pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

**71.10.3** Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift;

## **71.11 Daylight saving**

**71.11.1** Notwithstanding anything contained elsewhere in this Agreement in any area where by reason of the legislation of a State summer time is prescribed as being in advance of the standard time of that State the length of any shift:

- (a) Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) Commencing on or before the time prescribed by such legislation for the termination of a summer time period.

Shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation. In this clause the expressions standard time and summer time shall bear the same meaning as are prescribed by the relevant State legislation.

## **72 EXTRA RATES NOT CUMULATIVE**

Extra rates in this Agreement except rates prescribed in **clause 29** (Allowances and Special Rates) and in **clause 42** (Weekend and Holiday Work), as to work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.

## **73 APPRENTICESHIPS**

### **73.1 Apprenticeship Trades**

An employer shall not employ minors in the following trades or occupations otherwise than under a contract of apprenticeship as hereinafter provided:

**73.1.1** Boilermaker and/or structural steel tradesman, and/or welder – 1st class;

**73.1.2** Electrical fitter and/or armature winder (except winding of armatures by specialised processes);

**73.1.3** Electrical mechanic;

**73.1.4** Fitter and/or turner;

- 73.1.5** Locksmith – making and/or repairing locks including those of safes, strong room doors but not including the making of parts by specialised processes and the assembling thereof;
- 73.1.6** Machinist – 1st & 2nd class;
- 73.1.7** Motor mechanic;
- 73.1.8** Scientific instrument maker;
- 73.1.9** Sheet metal worker – 1st class;
- 73.1.10** Welder – special class;
- 73.1.11** Window framer fitter;
- 73.1.12** Tradesman, radio
- 73.1.13** Telegraphic mechanic and/or serviceman;

## **73.2 Contract of apprenticeship**

Every contract of apprenticeship hereinafter made shall contain:

- 73.2.1** the names of the parties;
- 73.2.2** the date of birth of the apprentice;
- 73.2.3** a statement of the trade or trades to which the apprentice is to be bound and which is to be taught during the course and for the purpose of the apprenticeship;
- 73.2.4** a covenant by the employer to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;
- 73.2.5** the date at which the apprenticeship is to commence or from which it is to be calculated;
- 73.2.6** all other conditions of apprenticeship;

## **73.3 Cancellation or suspension of indenture**

**73.3.1** Subject to the approval of a Board of Reference, but not otherwise, an indenture of apprenticeship may be suspended or cancelled:

- (a)** by mutual consent;
- (b)** 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;
- (c)** if in the opinion of a Board of Reference circumstances exist which render such suspension or cancellation necessary or desirable.

**73.3.2** Any covenant in an indenture inconsistent with the provisions of this clause shall be null and void and of no force or effect while this Agreement remains in force and applies to the parties of the indenture.

**73.3.3** This clause shall not apply where the Industrial Training Commission of Victoria has power to cancel or suspend indentures or apprenticeship in the occupations specified herein or affects the rights of the employer to cancel or suspend such indentures.

#### **73.4 Instruction in welding**

**73.4.1** The training of apprentices in blacksmithing, boilermaking, structural steel work, fitting and/or turning, plumbing or sheet metal work shall include instruction in electric welding and/or oxy-acetylene welding as far as is practicable with the facilities available in the shop in which they are trained.

**73.4.2** The training of apprentices to electrical fitting shall include sufficient instruction in welding to enable them to perform the work of their trade in the shop in which they are trained.

#### **73.5 Period of apprenticeship**

The period of apprenticeship except where a person is apprenticed under **clause 70.1** of this Agreement shall be four years.

#### **73.6 Wages**

**73.6.1** The minimum weekly rate of wage for apprentices shall be the undermentioned percentage of the ordinary weekly wage rate payable from time to time for an adult fitter employed in the area in which the apprentices are employed and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates:

<b>Four year terms</b>	<b>Percentage of ordinary weekly wage of adult fitter</b>
First year	42
Second year	55
Third year	75
Fourth year	88

**73.6.2** The total wages of apprentices shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2 cents to be disregarded.

**73.6.3** An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which they have been apprenticed shall be paid not less than the adult rate prescribed from time to time for that classification;

#### **73.7 Hours**

The ordinary hours of employment of apprentices shall not in each workshop exceed those of the journey person.

#### **73.8 Overtime and shift work**

**73.8.1** No apprentice under the age of 18 years shall be required to work overtime or shift work unless they so desire.

**73.8.2** No apprentice shall 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.

**73.9 Payment by results**

An apprentice shall not work under a system of payment by results.

**73.10 Lost time**

The apprentice at the end of the calendar period of any year in which they have actually given service to the employer upon less than the ordinary working days prescribed in this Agreement for the trade, or on which they have unlawfully absented themselves without the employer's consent shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of their service shall not be deemed to begin until the said additional days or days have been served. Provided that in calculating the extra time to be so served the apprentice shall be credited with time which they have worked during the relevant year in excess of their ordinary hours.

**73.11 Prohibitions of premiums**

An employer shall 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.

**73.12 Attendance at technical schools**

Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

**73.13 Operation of State laws**

**73.13.1** Any Victorian statute or regulation relating to apprentices now or hereafter in force shall operate provided that the provisions thereof are not inconsistent with this Agreement.

**73.13.2** The provisions of any statute, award, regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of the apprenticeships authority over apprentices and employers, shall not be deemed to be inconsistent with this Agreement.

**73.14 Annual, sick and bereavement leave**

Apprentices shall be entitled to personal/carer's, annual and compassionate leave in accordance with the applicable provisions of **clause 47** (Annual Leave), **clause 48** (Personal/Carer's Leave) and **clause 49** (Compassionate Leave) of this Agreement.

**73.15 Apprentices required to attend technical school on rostered day off**

Where an apprentice is required to attend a technical college or school as part of their training on a day when a rostered day off is being observed at the plant or section of the plant in which they are employed, they shall in lieu of that rostered day off observe another day in the four week work cycle, or the next, by agreement with their employer.

### **73.16 Completion of apprenticeship – Public Hospitals**

#### **73.16.1 Mechanical Trades**

An apprentice trained by the hospital upon successful completion of their training shall be paid the rate of pay prescribed for the classification “Mechanical Tradesman Level 1”. After 12 months experience as a tradesman he/she shall be paid the rate prescribed for his/her classification. However, where the apprentice so trained is required to perform special work as defined, he/she shall be paid as per the classification “Mechanical Tradesman Level 2”.

#### **73.16.2 Electrical Trades**

An apprentice trained by the hospital upon successful completion of their training shall be paid the rate of pay prescribed for the classification Electrical Tradesman, provided however, that where the apprentice so trained is required to perform special work as defined, he/she shall be paid as per the classification “Electrical Tradesman Level 2”.

### **74 UNAPPRENTICED JUNIORS**

- 74.1** The minimum weekly wage rates for unapprenticed juniors employed in occupations, for which apprenticeship is not provided by the Agreement, shall be:

<b>Unapprenticed Juniors</b>	
	<b>Percentage weekly rates for c13 rate in the Metal, Engineering and Associated Industries Award 1998 – Part I in the area where employed</b>
Under 16 years of age	35
16 years of age	45
17 years of age	55
18 years of age	65
19 years of age	78.5
20 years of age	93

- 74.2** A junior employee of 18 years or more shall be paid 34 cents per week in addition to the rates prescribed herein while they are employed as a furnaceman or assistant to a furnaceman.

### **75 TRAINEESHIPS**

#### **75.1 Objective**

This clause sets out the basis for the voluntary employment by employers bound by this Agreement of trainees under the Australian Traineeship System (ATS). The Australian Traineeship System comprises structured on-the-job training with an employer and off-the-job training by a training provider approved by an appropriate State Training Authority.

#### **75.2 Conditions of Training**

- 75.2.1** A trainee (ATS) shall attend on and off-the-job training course or programme approved by the industrial parties involved and as prescribed in the relevant training agreement as notified to the Trainee (ATS) by the appropriate State Training Authority.

**75.2.2** The employer shall ensure that the Trainee (ATS) attends the prescribed off-the-job training course and is provided with on-the-job training approved by the appropriate State Training Authority.

**75.2.3** All such training shall be in accordance with the requirements of the appropriate State Training Authority.

### **75.3 Conditions of employment**

**75.3.1** The Trainee (ATS) shall be engaged for a period of twelve months as a full-time employee provided that the Trainee shall be subject to a satisfactory probationary period of one month which may be reduced at the discretion of the employer.

**75.3.2** The Trainee is permitted to be absent from work with loss of continuity of employment to attend off-the-job training in accordance with the Training Agreement.

**75.3.3** Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period that period shall be counted as service for the purpose of this Agreement and long service leave requirements.

**75.3.4** Overtime & Shiftwork shall not be worked by Trainees (ATS) except in the circumstances where the section in which the Trainee (ATS) is receiving on-the-job training is required to work overtime, or the work of the section is normally carried out by shifts as prescribed by this Agreement. No trainee (ATS) shall be required to work overtime or shiftwork on his/her own. The Trainee wage shall be used as the basis for the calculation of overtime and/or shift penalty rates prescribed by this Agreement.

**75.3.5** Trainees (ATS) who fail to either complete the Traineeship course or who cannot for any reason be placed in full-time employment with their employer on successful completion of the Traineeship course shall not be entitled to any severance payment in accordance with the relevant clause of this Agreement.

**75.3.6** All other applicable terms and conditions of this Agreement shall apply unless specifically varied by this clause.

### **75.4 Wages**

**75.4.1** The weekly wages payable to Trainees (ATS) shall be determined by multiplying the appropriate Junior Rates as prescribed by **clause 70.6** of this Agreement, by 39 which represents the actual weeks spent on the job and dividing that sum by 52 to provide a weekly wage. Further the rate determined shall in no case be less than the minimum rate prescribed by the ATS guidelines.

**75.4.2** In order to achieve stability of income and related living standards these rates will be paid as a weekly wage and will be unaffected by the 13 weeks off-the-job training to be carried out during the twelve month training period.

## **76 SCHOOL BASED APPRENTICES**

- 76.1** This clause shall apply to school-based apprentices. A school based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- 76.2** The hourly rates for full-time junior and adult apprentices as set out in this Agreement shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 76.3** For the purposes of **clause 73.2** above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on the job. The wages paid for training time may be averages over a semester or year.
- 76.4** The school based apprentice shall be allowed, over the duration of apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 76.5** For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 76.6** The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.
- 76.7** School based apprentices shall progress through the wages scale at the rate of 12 months progression for each two years of employment as an apprentice.
- 76.8** These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 76.9** Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.
- 76.10** School-based apprentices shall be entitled pro-rata to all of the applicable conditions of employees under this Agreement.

## **77 ADDITIONAL PROVISIONS FOR SPECIFIED TRADES**

- 77.1** The following additional provisions shall apply in relation to apprenticeships in the trades specified hereunder:
- Electrical Fitter and/or armature winder (except winding of armatures by specialised processes);
  - Electrical mechanic;
  - Fitter and/or turner;



- Locksmith – making and/or repairing locks including those of safes, strong room doors but not including the making of parts by specialised processes and the assembling thereof;
- Machinist – 1st & 2nd class;
- Motor mechanic;
- Scientific instrument maker;
- Welder – special class;
- Tradesman, radio
- Telegraphic mechanic and/or serviceman;
- Boilermaker and/or structural steel tradesman and/or welder 1<sup>st</sup> class;
- Sheet metal worker – 1<sup>st</sup> class;

**77.2** If the apprentice when indentured is under the age of 21 years and the State Training Board is satisfied that the apprentice:

**77.2.1** is of the educational standard indicated in the next succeeding clause or has had experience relevant to the trade concerned which together with their educational qualifications fits them to undertake training mentioned in **clause 74.2.4** (below) hereof; and

**77.2.2** Has the necessary vocational aptitude for training in the trade concerned, the period of apprenticeship shall be four years;

**77.2.3** An apprentice who comes within the provisions of the preceding clause shall:

- (a) Be entitled to credit towards the four year term of apprenticeship in accordance with the following table:

Standard	Credit
Passed Year 10 school examination including passes in mathematics and a science subject	Six Months
Completed Year 11 school year, including study at that level of mathematics and a science subject	Six Months
Taken Year 11 school examination with passes in mathematics and a science subject at that level	Twelve Months

- (b) If they are an apprentice who has had experience relevant to the trade, be granted such credit towards the four year term of apprenticeship as the apprenticeship authority thinks fit, having regard to their trade experience and education standard.

**77.2.4** An apprentice to whom the last two preceding clauses apply shall undertake as early as practicable in the first year of their apprenticeship a period of twenty

weeks of full day continuous training in a technical school or college designed for apprentices covered by those clauses and a subsequent period of 280 hours of training in a similar technical school or college during the remainder of their apprenticeship.

- 77.2.5** Where an apprentice who received a credit towards the terms of four years pursuant to **clause 74.2.3** above fails, in the opinion of the apprenticeship authority, to make satisfactory progress, the apprenticeship authority may require the apprentice to service such additional period, as it determines, not exceeding the amount of the credit.
- 77.2.6** For the purpose of determining wages payable to them under the scale or rates fixed from time to time in **clause 70.6** of this Agreement for a four year term, the credit to which an apprentice is entitled or granted pursuant to **clause 74.2.3** hereof shall be counted as part of the apprenticeship term completed.
- 77.2.7** Notwithstanding the provisions of **clause 70.13** of this Agreement the total period of training required to be undertaken by **clause 74.2.4** above which is performed during ordinary working hours shall be not less than the hours of training required to be performed during ordinary working hours by the provisions from time to time in force of any statute, award or regulation relating to the attendance of apprentices at technical school provided, however, that the period of twenty weeks training referred to in **clause 74.2.4** hereof shall be undertaken during ordinary working hours.

## **78 ADULT APPRENTICES**

### **78.1 Definition**

For the purposes 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 one of the trades specified in **clause 70** (Apprenticeships) of this Agreement.

### **78.2 Application of general conditions of apprenticeship**

The provisions of **clause 70** (Apprenticeships) of this Agreement herein shall apply to adult apprentices unless specifically provided otherwise by this clause.

### **78.3 Contract of indenture**

- 78.3.1** A suitable contract of indenture shall be drawn up between the adult apprentice and the employer stipulating:
- (a) The names of the parties;
  - (b) A statement of the trade or trades to which the adult apprentice is to be bound and which is to be taught during the course and for the purpose of the apprenticeship;
  - (c) The duration of the contract;
  - (d) The credits to be granted in accordance with **clause 75.3.2** below;
  - (e) The details of the training to be successfully completed in order to gain recognition as a tradesperson;

- (f) A covenant by the employer to teach and instruct or cause the adult apprentice to be taught or instructed in the trade to which the adult apprentice is bound;
- (g) A covenant that for the duration of the contract of indenture the adult apprentice shall be of good conduct and shall diligently pursue his/her course of instruction;
- (h) The date at which the apprenticeship is to commence or from which it is to be calculated;
- (i) All other conditions of apprenticeship;

**78.3.2** 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.

#### **78.4 Wage rate**

**78.4.1** Where a person was employed by an employer in the metal and engineering industry immediately prior to becoming an adult apprentice with that employer such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.

**78.4.2** For the purpose only of fixing a rate of pay the adult apprentice shall continue to receive the rate of pay that is from time to time applicable to the classification or class of work specified in **Schedule C** to this Agreement and in which the adult apprentice was engaged immediately prior to entering into the contract of indenture.

**78.4.3** Subject to **clause 75.4.1** hereof the rate of pay of an adult apprentice shall be the minimum wage prescribed by **Schedule C** to this Agreement of the rate prescribed by **clause 70.6** for the relevant year of apprenticeship whichever is the greater.

### **79 TRAVELLING & BOARD**

#### **79.1 Excess travelling and fares**

An employee who on any day or from day to day is required to work at a job away from their accustomed workshop or depot shall at the direction of their employer present themselves for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from their home to such workshop or depot and returning) they shall be paid travelling time, and also any fares reasonably incurred in excess of these normally incurred in travelling between their home and such workshop or depot. An employee who with the approval of their employer uses their own means of transport for travelling to and from outside jobs shall be paid the amount of excess fares which they would have incurred in using public transport unless they have an arrangement with their employer for a regular allowance.

#### **79.2 Change of residence**

An employee:

**79.2.1** engaged in one locality to work in another; or

**79.2.2** sent, other than at their own request, from their usual locality to another for employment which can reasonably be regarded as permanent; involving a change of residence shall be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses shall cease after they have taken up permanent residence or abode at the new location.

### **79.3 Distant work**

An employee sent from their usual locality to another (in circumstances other than those prescribed in **clause 76.2** and required to remain away from their usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from their usual locality.

### **79.4 Payment for travelling**

**79.4.1** The rate of pay for travelling time shall be ordinary rates except on Sundays and holidays when it shall be time and a half;

**79.4.2** The maximum travelling time to be paid for shall be twelve hours out of every twenty four hours or when sleeping berth is provided by the employer for all night travel, eight hours of every 24.

### **79.5 Definition of expenses**

**79.5.1 Expenses** for the purpose of this clause means:

- (a) all fares reasonably incurred. For boat travel, the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel second-class except where all-night travelling is involved when they shall be first-class, with sleeping berth where available.
- (b) An allowance to reimburse expenses incurred whilst travelling including the amount prescribed by **clause 40.9.1** for each meal taken.
- (c) An allowance to cover the cost incurred for board and lodging

### **79.6 Engagement of labour**

Until further order an employee shall be free to engaged labour on the site of the job carried on away from the workshop, without payment of any travelling time or fares, unless such employee is sent from the workshop. Provided that if an employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop they shall be paid fares in excess of those incurred in travelling to and from the workshop.

## **80 NOTICE BOARD**

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in their plant or in separate buildings in each plant so that it will be reasonably accessible to all his employees working under this Agreement.

## **81 EMERGENCY PROVISIONS**

**81.1** Notwithstanding anything elsewhere contained in this Agreement the following provisions shall apply in the State of Victoria in the case of an employer who is subjected to restrictions or rationing in the use of electric energy and/or coal gas and/or the emergency disconnection thereof in accordance with orders or regulations approved by the appropriate lawful authority.

**81.1.1** If by reason of such restriction or rationing or emergency disconnection the employer is unable usefully to employ an employee for the whole or part of any day or shift, they may deduct from the wages of that employee payment for any part of the day or shift such employee cannot be usefully employed; provided that:

- (a) if an employer requires the employee to attend for work but is not able to employ them usefully the employee shall be entitled to be paid for two hours work;
- (b) where an employee commences work they shall be entitled to be paid for four hours work;
- (c) this clause shall not apply to apprentices.

**81.1.2** The employer may require any day worker to perform their ordinary hours of work (or any such ordinary hours of work) at any time on any day other than on a Sunday on the basis of 38 hours per week. The following rates of pay shall apply for such work:

- (a) for work performed on Monday to Friday from 7.00 a.m. to 5.30 p.m. and on Saturday from 7.00 a.m. to noon - ordinary time;
- (b) for work performed between noon and midnight on Saturdays - ordinary rates plus 25 per cent;
- (c) for work performed at all other times other than on a Sunday - ordinary rates plus 10 per cent.

Provided that when a shift worker is required to commence work between the hours of 9.30 p.m. and 6.00 a.m. the amount they shall receive shall not be less than an amount of 50 cents more than the amount they would receive if paid at ordinary rates.

**81.1.3** The employer may require any shift worker to perform their hours of work at any time other than on a Sunday on the basis of 38 hours week. The following rates of pay shall apply for such work:

- (a) for day work or day shift - ordinary time.

(b) for work performed between noon and midnight on Saturdays - ordinary rates plus 25 per cent;

(c) for afternoon and night shift - ordinary rates plus 10 per cent.

Provided that when a shift worker is required to commence work between the hours of 9.30 p.m. and 6.00 a.m. the amount they shall receive shall not be less than an amount of 50 cents more than the amount they would receive if paid at ordinary rates.

(d) nothing contained in this clause shall operate so as to reduce the shift premiums payable to employees who were shift workers working on afternoon and night shifts only at the date of such interference as aforesaid and who continue to work on such shifts.

**81.1.4** The employer may alter the time at which meal breaks are usually taken and/or the duration of them, in order to avoid or mitigate the effects of such interference without being liable to pay penalty rates for work done during the normal meal breaks; provided that the commencing time of any meal break is not made more than one hour earlier or later than usual and that a meal break of at least twenty minutes is allowed; and provided also that the employer shall, whenever it is practicable, consult with the representative of the union or other employee representative before acting under this paragraph.

**81.2** Notwithstanding anything elsewhere contained in this Agreement the provision of this section shall also apply in the case of an employer who uses auxiliary power plant for the purpose of providing employment for their employees whilst such restrictions or rationing or emergency disconnection is in force and who:

**81.2.1** is unable usefully to employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of their own; or

**81.2.2** because of the inability of the auxiliary power plant to meet the normal demands for power:

(a) finds it necessary to require any employee to perform their ordinary hours of work (or any of such ordinary hours of work) outside the hours normally worked by such employee; or

(b) finds it necessary to alter the time at which meal breaks are usually taken and/or the duration of them.

## **PART 9 – CONDITIONS OF EMPLOYMENT SPECIFIC TO JOINERY & BUILDING TRADES PRODUCTS INDUSTRY EMPLOYEES**

### **82 APPLICATION OF THIS PART**

The terms of **part 9** of this Agreement are additional terms specific to those employees previously covered by the *National Joinery and Building Trades Products Award 2002* [transitional] and currently employed in any of the classifications shown in **Schedule D** of this Agreement.

### **83 DEFINITIONS SPECIFIC TO JOINERY AND BUILDING TRADES PRODUCTS INDUSTRY EMPLOYEES**

**83.1 Assembler A** means an employee who in manufacturing any article is:

- wholly engaged in assembling prepared pieces of timber or other material (which is dressed, morticed, tenoned or otherwise prepared by machining) by cramping, nailing, screwing, gluing or fastening in any way;
- not responsible for the dimensions of the article other than by checking with gauges or other measuring instruments but may be required to trim, dress and/or sand such prepared articles (excepting the fitting of joints) in accordance with instructions given by a tradesperson.

**83.2 Assembler B** means an employee engaged exclusively on repetitive assembly of joinery components on any automatic, semi-automatic or single purpose machine and whose work may include:

- the repetitive assembling of component parts of any article in predetermined positions in which no fitting or adjustment is required;
- the attachment of accessories, such as window fasteners, casement stays or balances, to articles in predetermined prepared positions, provided that no such employee shall be responsible for the setting up of machinery or the dimension of the products.

**83.3 Carpenter and joiner** means an employee employed as a carpenter and/or joiner upon shopfitting work or construction work (as defined), or maintenance (as defined), or precast concrete manufacturing (as defined) and upon any work ordinarily performed by carpenters and/or joiners in any workshop, establishment or yard not located as an “on-site” building project. Without limiting the generality of the foregoing the work of a joiner shall include a trade joiner employed in a joinery shop (as defined) engaged in cutting and glazing all types of glass up to and including 6.35 millimetres in thickness,

**83.4 Carvers** are those who carve any kind of stonework which does not come within the definition of a stonemason (as defined), for the decoration of buildings or other stonework, from a model or freehand design.

**83.5 Confined Space** means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

**83.6 Construction Work** shall include, without being limited to, the erection, ornamentation, repair, demolition, renovation and maintenance, other than maintenance as defined in **clause 80.14** hereof, of buildings and or structures, including the making, preparing,

assembling or fixing of all woodwork and fittings in connection therewith; the making, preparing, assembling and fixing of any material necessitating the use of trade tools or machines, and the prefabricating of a building in an open yard.

Provided that work in Stonemasonry yards and/or shops in cemeteries in Victoria shall not be regarded as construction work.

- 83.7 Joiner Setter Out** means a tradesperson joiner engaged in interpreting working drawings or plans, computing quantities, selecting materials and marking out components required for manufacture to a specific design.
- 83.8 Joinery shop** means any establishment wherein joinery work is performed, provided such establishment is not located on an 'on-site' construction project or within a mixed industry (as defined).
- 83.9 Joinery Work** means all work performed in a joinery shop (as defined) of the classifications contained in this Agreement, and includes the preparation, decoration and assembling of joinery or building components in timber or other recognised building and joinery material in the shop, factory or yard of the employer.
- 83.10 Leading hand** means an employee responsible for directing and/or supervising the work of other persons.
- 83.11 Letter cutters** are those who mark out, sandblast, cut or finish letters or decoration in any kind of stone.
- 83.12 Machinist Grade 1** means a person required to operate more than two machines for the sawing, gritting, facing or polishing necessary on all kinds of stone, terrazzo or similar compositions.
- 83.13 Machinist Grade 2** means a person required to operate no more than two machines for the sawing, gritting, facing or polishing necessary on all kinds of stone, terrazzo or similar compositions.
- 83.14 Machinist (Precast Concrete Manufacture)** means an employee who sets up and operates a machine for the polishing of all kinds of compositions, reconstituted stone or granite, terrazzo or similar compositions to a specified surface in a factory.
- 83.15 Maintenance** means small carpentry, repair and renovation work.
- 83.16 Mixed Industry** means an employer's enterprise carried on for the purpose of the production, treatment, distribution or provision of articles, goods, merchandise and materials not mainly attributable to or mainly dependent on the work performed by employees covered by this Agreement. Provided that this definition shall not extend to employees engaged on construction work (as defined). For the purposes of this provision, 'enterprise' means any factory, depot, premises or other place of the employer at which employees normally report for work or for the location of work or from which work is normally allocated to employees. Provided that any one or more such factories, depots, premises or other places of the employer in the same immediate vicinity shall be counted as one establishment. Further, for the purposes of this provision, 'employees' shall mean all employees in any capacity excepting administrative, sales and clerical employees.



- 83.17 Operator of Explosive Powered Tools** means an employee qualified in accordance with the laws and regulations of the respective State to operate explosive powered tools.
- 83.18 Outside work** means erection or assembly work performed on prefabricated buildings at the employers' premises outside of enclosed factory buildings.
- 83.19 Painter** means an employee engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, including prefabricated buildings and structures, plant, machinery and equipment (commercial, residential, industrial or otherwise) and any prefabricated or prepared parts of buildings and structures.
- 83.20 Prefab Setter** means an employee computing or estimating quantities or setting out material or rods from a plan, or setting up guides, jigs or machinery for fixing hardware or for the repetitive production of building modules, sections or components.
- 83.21 Prefab Tradesperson** means any tradesperson, carpenter, joiner, or machinist employed on the work of pre cutting or prefabricating buildings and shall include employees engaged on the actual erection of the building using prepared sections or components.
- 83.22 Prefabricated Building** means any building which is prefabricated in sections, modules or panels at a factory or yard prior to erection or sitting in a permanent or semi-permanent position, including buildings or sections supplied in kit form.
- 83.23 Setter Out** means a tradesperson joiner engaged in interpreting working drawings or plans, computing quantities, selecting materials and marking out components required for manufacture to a specific design.
- 83.24 Shopfitting** means the manufacture, installation, alteration, and/or repair of shopfronts, showcases, partitions involving wrap around glazing, partitions (including the insertion of glass panels where the glass is 6.35 millimetres or less in thickness, by beads or moulds or other dry glazing methods), exhibitor's stands, and interior fittings and fixtures in or on buildings, other than small carpentry repair and renovation work carried out by a carpenter or joiner employed in a mixed industry (as defined).
- 83.25 Shop work or Factory work** means any work performed in a workshop or factory or yard not located at an on site construction project.
- 83.26 Stonemason** means an employee engaged in the dressing or setting of any kind of stonework that has to be cut to a mould or template or which has to be proven by a square or straight edge or set to a line or a level.
- 83.27 Stonemasonry** means any work performed in Victoria in a stonemasons yard or factory, and/or cemetery work.
- 83.28 Signwriter** means an employee who does any of the following work:
- signwriting, designing and/or lettering of price tickets and showcards;
  - pictorial and scenic paintings, or production of signs and posters by means of stencils screens computers or like methods or any other work incidental thereto including cutout displays of all descriptions, pictorial scenic or lettering;

- and without limiting the generality of the foregoing shall include:
  - lettering of every description, size or shape applied by brush on any surface or material;
  - designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
  - gilding, i.e. the application of gold, silver, aluminium or any metal leaf to any surface;
  - designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
  - the designing, setting up and the operation for duplication of signs on any material.
- Without limiting the general meaning, signwriting work shall include the making of stencils and stencilling by screens or any other method and the making and/or fixing of transfers.

**83.29 Shop work painting** means shop work (as defined) when performed by a painter (as defined).

**83.30 Shop work signwriting** means shop work (as defined) when performed by a signwriter (as defined).

## **84 EMPLOYER & EMPLOYEE DUTIES**

### **84.1 Work organisation**

**84.1.1** An employee may be directed to carry out such duties, and use such tools as may be required, which are within the limits of the employee's skill, competence and training including but not limited by duties which are incidental and peripheral to the employee's main task or function.

**84.1.2** An employee may be directed to transfer to another job or location, or onto or off a building site at the discretion of the employer.

**84.1.3** An instruction issued by an employer pursuant to **clause 81.1.1** and **clause 81.1.2** shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

## **85 APPRENTICESHIPS**

**85.1** The minimum ordinary rate of pay to be paid to apprentices shall be in accordance with the percentages set out below (calculated to the nearest 10 cents, less than 5 cents to be disregarded) applied to the weekly rate prescribed for the classification they are undertaking the apprenticeship in, in **Schedule B** of this Agreement:

- (a) **Apprentice carpenters and/or joiners who have completed a pre-apprenticeship course:**

	Per week %
For the 1 <sup>st</sup> year	45
For the 2 <sup>nd</sup> year	55
For the 3 <sup>rd</sup> year	75
For the 4 <sup>th</sup> year	90

(b) **Apprentice painters who have completed a pre-apprenticeship course:**

	Per week %
For the 1 <sup>st</sup> year	50
For the 2 <sup>nd</sup> year	75
Thereafter	90

(c) **Apprentices who have not completed a pre-apprenticeship course:**

	Per week %
For the 1 <sup>st</sup> three months	35
Next 9 months	45
For the 2 <sup>nd</sup> year	55
For the 3 <sup>rd</sup> year	75
For the 4 <sup>th</sup> year	90

(d) **Apprentice stonemasons**

	Per week %
For the 1 <sup>st</sup> three months	35
Next 9 months	45
For the 2 <sup>nd</sup> year	55
For the 3 <sup>rd</sup> year	75
For the 4 <sup>th</sup> year	90

**85.2** Except where inconsistent with this Agreement, the *Vocational Education and Training Act (Vic) 1990* shall apply to apprentices in that State.

**85.3 Juvenile Workers – Stonemasonry Work**

An employer shall not employ minors on stonemasonry work (as defined) otherwise than in accordance with **clause 82.1** above.

**86 SCHOOL BASED APPRENTICES**

**86.1** This clause shall apply to school based apprentices. A school based apprentice is an employee who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

**86.2** A school based apprenticeship may be undertaken in the trades covered by this Agreement and under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training Authority.

**86.3** The hourly rates that shall apply to school based apprentices shall be the rates that apply to the corresponding full time apprenticeship converted to an hourly basis by

dividing the applicable weekly rate by 38. These hourly rates shall apply to school based apprentices for total hours worked including time spent in off-the-job training.

- 86.4** Where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25 per cent of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.
- 86.5** The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 86.6** For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 86.7** The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.
- 86.8** School based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- 86.9** School based apprenticeship rates are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflect the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 86.10** Where an apprentice converts from school based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school based apprentice.
- 86.11** Except as provided in this sub-clause or where otherwise stated, school based apprentices shall be entitled pro rata to all of the conditions of employees under this award.

**87 SHIFTWORK – FOR JOINERY AND BUILDING TRADES PRODUCTS INDUSTRY EMPLOYEES**

Where work is performed in shifts the following conditions shall apply:

**87.1 Definitions**

For the purposes of this clause:

- 87.1.1 “Afternoon shift”** means a shift finishing at or after 9.00 p.m. and at or before 11.00 p.m.
- 87.1.2 “Night shift”** means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.
- 87.1.3 “Early morning shift”** means a shift finishing after 12.30 p.m. and before 2.00 p.m.

**87.1.4** “**Early afternoon shift**” means a shift finishing after 7.30 p.m. and before 9.00 p.m.

## **87.2 Hours of work**

**87.2.1** The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

**87.2.2** Employees on shift work shall accrue 0.4 of one hour for each eight hour shifts worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift shall be paid for at the appropriate shift rate as prescribed by this clause.

**87.2.3** Paid leave taken during any cycle of four weeks and public holidays as prescribed by **clause 53** (Public Holidays) shall be regarded as shifts worked for accrual purposes.

**87.2.4** Except as provided above, employees not working a complete four week cycle shall be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment on termination.

**87.2.5** The employer and employees shall agree in writing upon arrangements for rostered paid days off during the twenty day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract provided that such accumulation shall be limited to no more than five such accrued days and when taken, the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle.

**87.2.6** Once such days have been rostered they shall be taken as paid days off provided that where an employer, for emergency reasons requires an employee to work on the employee’s rostered day off, the employee shall be paid, in addition to the employee’s accrued entitlement, the penalty rates prescribed in **clause 84.10**.

**87.3** Where employees engaged on stonemasonry work (as defined) are required to work shift work, the hours of duty shall be between 7.00 a.m. and 11.00 p.m, provided that such hours are worked in two shifts with two sets of employees. The first shift shall be worked between the hours of 7.00 a.m. and 3.00 p.m., and shall be paid for at ordinary rates and the second shift between the hours of 3.00 p.m. and 11.00 pm. shall be paid for at the rate of time and a half. All time worked between 11.00 p.m. and 7.00 a.m. shall be paid at double time.

**87.4** Other than work on a Saturday, Sunday or holiday, the rate of pay for afternoon or night shift shall be time and a half and the rate for early morning and early afternoon shift shall be time and a quarter, provided that the employee is employed continuously for five shifts Monday to Friday in any week. The observance of a holiday in any week shall not be regarded as a break in continuity for the purposes of this subclause.

- 87.5** An employee who is employed for less than five consecutive shifts Monday to Friday shall be paid for each day the employee works on any of the shifts referred to in **clause 84.1** and **clause 84.3** at the rate of time and a half for the first two hours and double time thereafter provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates their services during the week, the employee shall be paid at the rate specified in **clause 84.4** for the time actually worked.
- 87.6** For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.
- 87.7** An employee shall be given at least 48 hours notice of a requirement to work shift work.
- 87.8** The hours for shift workers when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous shift.
- 87.9** For all work performed on a Saturday, Sunday or holiday, the provisions of **clauses 40** (overtime), **clause 42** (weekend and holiday work), and **clause 53** (public holidays) shall be applicable in lieu of the rate prescribed in this clause.
- 87.10** Work in excess of shift hours, Monday to Friday, other than Holidays shall be paid at double time, provided that these rates shall be based in each case on ordinary rates.
- 87.11** Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.

**88 LIVING AWAY FROM HOME – DISTANT WORK**

- 88.1** For the purposes of this clause a distant job is one in respect of which either the distance from the employee's usual place of residence or the travelling facilities available, make it reasonably necessary for the employee to live and sleep away from his/her usual residence.
- 88.2** An employee directed by his/her employer to proceed to a distant job and complying with such direction shall be entitled to either:
- 88.2.1** payment of an allowance of \$430.21 per full working week (of seven days) or where the job is for less than a full working week \$61.55 per day. Provided that if the employee satisfies the employer that a greater outlay than that prescribed above was reasonably incurred then such allowances shall be increased to meet such outlay; or
- 88.2.2** reasonable board and lodging provided by the employer (which shall mean a well kept hotel/motel type establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating/cooling and with hot and cold running water, in either a single room or twin room if a single room is not available);
- 88.3** An employee who complies with his/her employer's direction to proceed to a distant job shall be entitled on the forward journey and on the return journey and at the completion of the job on the return journey to travelling time at ordinary rates of pay for the period incurred (not exceeding ordinary working hours for and on each day of travelling) in travelling between his/her home and the distant job. In addition an employee shall be

paid the amount of an economy return fare and any excess payment incurred in transporting his/her tools.

**88.3.1** On the return journey an employee shall also be paid an amount of \$20.03 to cover the expenses (if any incurred) of reaching his/her residence from the main public transport terminal.

**88.3.2** For any meals incurred whilst travelling on either the forward or return journey an employee shall receive a payment of \$13.41 per meal.

**88.3.3** For the purposes of this subclause “economy return fare” shall mean the total cost of the most common method of public transport (including bus, aircraft, rail, with sleeping berths if necessary) between the employees residence and the distant job and return.

**88.3.4** Provided that:

(a) An employee dismissed for misconduct or incompetency within one week of commencing work on a distant job, or an employee who terminates or discontinues his/her work within one month of commencing the distant job, shall not be entitled to the amount of the return fare, nor the payment for return travelling time and nor the payment prescribed by **clause 85.3.1** above.

(b) Travelling time shall be calculated as the time taken for the journey between the central or regional rail, bus or air terminal nearest the employee’s usual place of residence and the locality of the work.

**88.4** Subject to **sub-clause 85.5** below, after two months continuous service on a distant job to which an employee has been directed to attend, and thereafter at three monthly periods of continuous service thereon, an employee may return to his/her home at a weekend.

**88.4.1** If the employee does so, he/she shall be paid the amount of an economy return fare on the pay day which immediately follows the date on which he/she 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.

**88.4.2** Provided, however, that within a further twenty-eight days after the expiration of any such two or three month period as mentioned above, then the provisions of this subclause shall not apply.

**88.5** Notwithstanding the provisions of **sub-clause 85.4**, where the location of a distant job is in an area to which air transport is the only practical means of travel an employee may return home after 4 months continuous service and shall in such circumstances be entitled to 2 days leave with pay in addition to the weekend.

An employee may return home after each further period of 4 months continuous service and in each case he/she shall be entitled to 2 days leave, of which 1 day shall be paid leave.

**88.5.1** Payment for leave and reimbursement of any economy air fare paid by the employee shall be in accordance with **clause 85.4.1** and **clause 85.4.2** except that “four months” will be substituted for “two or three months”.

- 88.6** The application of **clause 85.4** or **clause 85.5** shall be established by agreement as soon as practicable after the commencement of the distant job. The entitlement therein shall be taken as soon as reasonably practicable after it becomes due, however, it shall lapse after a further period of two months provided that the employee has been notified in writing by the employer of his/her entitlement and the expiry date herein prescribed, in the week prior to such entitlement become due. (Proof of such written notice shall lie with the employer).
- 88.7** The leave entitlements prescribed in **clause 85.4** and **clause 85.5** shall count as periods of service for all purposes of this Agreement.
- 88.8** In special circumstances, and by agreement with the employer, the entitlement of **clause 85.4** and **clause 85.5** may be granted earlier or taken late without altering the accrual of the entitlements.
- 88.9** Payment of entitlements in **clause 85.4** and **clause 85.5** shall not be made unless availed of by the employee.
- 88.10** An employee who is provided with full board and lodgings in accordance with **sub-clause 858.2** and who works the ordinary hours as required on the day before and the day after a weekend and who notifies the employer or employer's representative no later than Tuesday of each week, of his/her intention to return to his/her residence at the weekend and actually does so, shall be paid an allowance of \$36.07 for each occasion.
- 88.11** If an employer and the employee so agree in writing, the paid rostered day off as prescribed in **clause 37 (Hours of Work)** and **clause 84** may be taken, and paid for, in conjunction with and additional to the return home leave as prescribed in **clause 85.4** and **clause 85.5**, or at the end of the work on the distant job or on termination whichever comes first.



## **PART 10 – CONDITIONS OF EMPLOYMENT SPECIFIC TO ENGINE DRIVERS & FIREMEN INDUSTRY EMPLOYEES**

### **89 APPLICATION OF THIS PART**

The terms of **part 10** of this Agreement are additional terms specific to those employees previously covered by the *Engine Drivers and Firemen – General – Award 1998* and currently employed any of the classifications shown in **Schedule E** of this Agreement.

### **90 ABSENCE FROM DUTY**

An employee not attending for duty shall, except when on approved absences under this Agreement, lose his or her pay for the actual time of such non-attendance.

### **91 CLASSIFICATION DEFINITIONS**

**91.1 Boiler Attendant or Fireman - First Class** means a Boiler Attendant or Fireman who attends to two or more boilers or two or more suction gas generators, or one boiler the evaporation capacity of which attributed thereto by the maker exceeds 5000kg but less than 45000kg of steam per hour, or one gas generator supplying a total engine load capacity attributed thereto by the maker of not less than 740kW.

**91.2 Electric Motor Attendant** means a person who attends to an electric motor or motors of 22kW or more in the aggregate, and performs any duties of oiling or cleaning or attending to commutators, brushes, fuses or switches.

**91.3 Engine Driver** means any person who operates or drives any engine or engines, the motive power of which is either steam, gas, oil, water, compressed air or electricity, and includes any person who is called upon in the ordinary course of his or her duty to do Engine Driver's work other than simply stopping or starting an engine under the supervision of an Engine Driver.

**91.4 Engine Driver in charge of plant means:**

**91.4.1** when two or more drivers are employed at the plant at one time: the Engine Driver who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility;

**91.4.2** an Engine Driver who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more non-certified Firemen; or

**91.4.3** a person who is the only Engine Driver employed on the plant and who does the general repair work of the plant in addition to the work of engine driving, other than merely assisting a Fitter or Engineer to do such work; or

**91.4.4** where shifts are worked the Engine Driver who in addition to the work of engine driving is directed to carry out the general repair work of the plant other than merely assisting a Fitter or Engineer to do such work.

**91.5 Fireman or Greaser in charge of plant means** a Fireman or Greaser who is the only Fireman or greaser employed on the plant and who does the general repair work of the plant in addition to the work of firing or greasing; but not when assisting a Fitter, Engine Driver or Engineer to do such work or a Greaser assisting a Fireman to do such work.

- 91.6 Greaser or Oiler** shall mean and include any person substantially engaged in greasing or oiling any engine, machinery or shafting.
- 91.7 Greaser or Oiler - First Class** means a Greaser or Oiler who under the supervision of an Engine Driver stops or starts an engine or engines, but does not include any Greaser or Oiler who does so only in cases of necessity or emergency.
- 91.8 Leading Boiler or Attendant or Fireman - First Class means:**
- 91.8.1** the Boiler Attendant or Fireman employed at a plant where three or more Firemen are employed at the same time who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility but does not include any Boiler Attendant or Fireman where an Engine Driver is charged with being in charge of plant in accordance with **clause 88.4.2** hereof;
- 91.8.2** the Boiler Attendant or Fireman employed at a plant where three or more attendants or Firemen are employed at the same time whose duty it is to attend to the water of the boilers that are fired by two or more of the other Boiler Attendants or Firemen.
- 91.9 Leading Boiler Attendant or Fireman - Second Class means:**
- 91.9.1** the Boiler Attendant or Fireman employed at a plant where two Boiler Attendants or Firemen are employed at the same time who is invested with the superintendence or has to accept the superintendence or responsibility but does not include any Boiler Attendant or Fireman where an Engine Driver is charged with being in charge of plant in accordance with **clause 88.4.2** hereof;
- 91.9.2** the Boiler Attendant or Fireman employed at a plant where two Boiler Attendants or Firemen are employed at the same time and whose duty it is to attend to the water of the boilers that are fired by the other Fireman.
- 91.10 Special Class Boiler Attendant or Fireman** means a Boiler Attendant or Fireman in charge of boilers with an evaporation capacity of 45000kg or more per hour.
- 91.11 Steam engine - first class** means a turbine or an engine or engines having a single cylinder with a bore of 300mm in diameter or over, or having singly or together two or more cylinders the sum of the area of whose bores equals or exceeds the area of a circle 300mm in diameter.
- 91.12 Steam engine - second class** means an engine or engines having a single cylinder with a bore less than 300 mm in diameter or having singly or together two or more cylinders the sum of the area of whose bores is less than the area of a circle 300mm in diameter.
- 91.13** Where it appears in the classification definitions in this clause, the phrase **or equivalent** means:
- 91.13.1** any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to an accredited course which the Manufacturing, Engineering and Related Services Industry Training Advisory Body (MERSITAB) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

**91.13.2** where competencies meet the requirements set out in the National Metal and Engineering Competency Standards in accordance with the Implementation Guide for Implementing Competency Standards in the Metals and Engineering Industry.

## **92 JUNIORS**

**92.1** The minimum rates of wages to be paid to juniors working as Greasers or Oilers other than on shafting, or as Cleaners or as Motor Drivers or Attendants where the aggregate of the motors does not exceed 50 horsepower in all shall be as follows:

<b>Years of Age</b>	<b>% of C13 level</b>
Under 16 years of age	36.8
At 16 years of age	47.3
At 17 years of age	57.8
At 18 years of age	68.3
At 19 years of age	82.5
At 20 years of age	97.7

The wage rates in the table above incorporate phased adjustments which will increase the wage rates so that they are expressed as a percentage of the base rate, supplementary payment and safety net adjustments for the level C13 classification. Any increase in wage rates resulting from these adjustments may be offset to the extent of any existing over-award payment.

**92.2** Except as provided in **clause 89.2** above, a junior working in a classification set out in **Schedule E** of this Agreement shall be paid at least the base rate prescribed for the classification in which the employee is engaged.

## **93 EXTRA RATES NOT CUMULATIVE**

Extra rates in this Agreement except rates prescribed in **clause 29** (Allowances and Special Rates) and **clause 42** (Weekend and Holiday Work), are not cumulative so as to exceed the maximum of double the ordinary rates.

## **94 TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **94.1 Excess Travelling and fares**

**94.1.1** An employee required to start and/or finish work at a job away from the employer's usual workplace must be paid:

- (a) travelling time for all time reasonably spent by the employee in reaching and/or returning from the job which is in excess of the time normally spent by the employee in travelling between the employee's usual residence and the employee's usual workplace; and
- (b) any fares reasonably incurred by the employee or which would have been incurred by the employee had the employee not used their own means of transport, which are in excess of those normally incurred in travelling between the employee's residence and the employee's usual workplace, provided that if the employee used

their own means of transport then excess fares need not be paid where the employee has an arrangement with their employer for a regular allowance.

#### **94.2 Engagement of labour away from workshops**

**94.2.1** Subject to **clause 91.2.2**, an employer is free to engage labour on the site of a job carried on away from the workshop, without payment for any travelling time or fares, unless such employee is sent from the workshop.

**94.2.2** If an employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop they must be paid fares in excess of those incurred in travelling to and from the workshop.

#### **94.3 Distant work**

**94.3.1** An employee required to remain temporarily away from the employee's usual residence because the employee is working temporarily in a locality away from the employee's usual workplace must be paid travelling time for necessary travel between the locality and the employee's usual workplace and expenses.

**94.3.2** After each four week period on distant work an employee is entitled to be paid for a return fare reasonably incurred for personal travel between the locality and the employee's usual residence, unless such distant work is inherent in the normal work of the employee.

#### **94.4 Transfer involving change of residence**

**94.4.1** An employee

- (a) Engaged in one locality to work in another; or
- (b) Sent other than at his or her own request, from his or her usual locality to another for employment which can reasonably be regarded as permanent;

involving a change in residence will be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses will cease after the employee has taken up permanent residence or abode at the new location.

#### **94.5 Travelling time payment**

**94.5.1** The rate of pay for travelling time is ordinary time and on Sundays and public holidays is time and a half.

**94.5.2** The maximum travelling time to be paid for is 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24 hours.

#### **94.6 Expenses for the purposes of this clause means:**

**94.6.1** all fares reasonably incurred;

**94.6.2** reasonable expenses incurred while travelling including \$12.98 for each meal taken; and

**94.6.3** a reasonable allowance to cover the cost incurred for board and lodging.

## **95 EMPLOYEE DUTIES**

An **engine driver and firemen industry employee** who is entitled to payment on a weekly basis shall, except as provided by **clause 32** (Mixed Functions), perform such work as the management shall from time to time require on the days and during the hours usually worked by the class of employees affected.

## **96 SHIFTWORK – FOR ENGINE DRIVERS AND FIREMEN INDUSTRY EMPLOYEES**

### **96.1 Hours - other than continuous work**

**96.1.1** This clause shall apply to shift workers not upon continuous work as defined in **clause 93.2.4**. The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a period not exceeding seven consecutive days;
- (b) 76 hours within a period not exceeding fourteen consecutive days;
- (c) 114 hours within a period not exceeding 21 consecutive days; or
- (d) 152 hours within a period not exceeding 28 consecutive days.

**96.1.2** The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer.

**96.1.3** An employee shall not be required to work for more than five hours without a break for a meal.

**96.1.4** Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours, provided that:

- (a) the ordinary hours of work prescribed herein shall not exceed ten hours on any day;
- (b) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
- (c) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
  - the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;
  - proper health and monitoring procedures being introduced;
  - suitable roster arrangements being made;

- proper supervision being provided.

## **96.2 Shifts - continuous work shifts**

**96.2.1** This clause shall apply to shift workers on continuous work as defined in **sub-clause 93.2.4** hereof.

**96.2.2** The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

**96.2.3** Subject to the following conditions, such shift workers shall work at such times as the employer may require. A shift shall consist of not more than ten hours inclusive of crib time. Provided that:

- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
- (b) by agreement between an employer, and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
- (c) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;
  - proper health and monitoring procedures being introduced;
  - suitable roster arrangements being made; and
  - proper supervision being provided.
- (d) Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
- (e) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

**96.2.4** Continuous work means work carried on with consecutive shifts of workers throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

## **96.3 Rosters**

**96.3.1** There shall be a roster of shifts which shall:

- (a) provide for rotation unless all the employees concerned desire otherwise;

(b) provide for not more than eight shifts to be worked in any nine consecutive days; and

(c) not be changed until after four weeks' notice.

**96.3.2** An employee's place on such roster shall not be changed except on one week's notice of such change or payment of penalty rates.

**96.3.3** So far as employees present themselves for work in accordance therewith shifts shall be worked according to the roster.

#### **96.4 Requirement to work shifts similar to majority**

Notwithstanding **clause 93.1** and **clause 93.2**, where in any particular workshop, factory or working place at which an employee working on shift is engaged, the majority of employees working on shift therein work shifts not in accordance with **clause 93.1** and **clause 93.2** hereof such employee, for his or her ordinary hours of work, may be required by the employer to work shifts similar in length, roster conditions and crib times to those of such majority, but this clause shall not apply when such shifts exceed in the aggregate 152 hours in any period of four consecutive weeks in which case the preceding **clause 93.1** and **clause 93.2** hereof shall apply.

#### **96.5 Shift work outside ordinary hours**

**96.5.1** For work done by a shift worker outside the ordinary hours of the employee's shift, double time shall be paid, but this shall not apply to arrangements between the employees themselves or in cases due to rotation of shifts or when the relief does not come on duty at the proper time.

**96.5.2** For all time of duty after an unrelieved employee has finished an ordinary shift the unrelieved employee shall be paid time and a half for the first eight hours and double time thereafter.

**96.5.3** Provided that in cases where the employer has been given at least seven hours 36 minutes notice that an employee rostered to relieve a shift worker will not attend to do so at the proper time, all time spent on duty by the unrelieved shift worker after completion of the employee's normal shift shall be paid for at the rate of double time.

#### **96.6 Afternoon and night shifts**

**96.6.1** Shift workers whilst on afternoon and night shifts shall be paid fifteen per cent more than the ordinary rate for such shifts.

**96.6.2** A shift worker who works on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid for each shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to the employee's ordinary rate.

**96.6.3** An employee who:

(a) during a period of engagement on shift, works night shift only;

(b) remains on night shift for a longer period than four consecutive weeks; or

- (c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of the employee's working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per cent more than his or her ordinary rate for all time worked during ordinary working hours on such night shifts.

**96.6.4 Day shift** means any shift starting at or after 6.00 a.m. and before 10.00 a.m.

**96.6.5 Afternoon shift** means any shift starting at or after 10.00 a.m. and before 8.00 p.m.

**96.6.6 Night shift** means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

**96.6.7** Employees working shifts shall be paid for work performed between midnight on Friday and midnight on Saturday at the minimum rate of time and one half. This extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraphs of this clause but the provisions of this paragraph shall not prejudice any right of the employee to obtain alternatively any higher rate in respect of that work by virtue of any provision of this Agreement.

#### **96.7 Shift premiums where different rate paid**

Notwithstanding **clause 93.6**, where in any particular workshop, factory or working place at which an employee working on shift is engaged, the majority of the employees working on shift therein receive higher shift premiums for working such shifts than those provided by **clause 93.6**, such employee shall be paid such higher shift premiums in substitution for the provision of **clause 93.6**.

#### **96.8 Compensation for Saturday, Sunday and/or holiday shifts**

Where in any particular workshop, factory or working place at which an employee working on shift is engaged the majority of the employees working on shift therein receive compensation by way of annual leave or otherwise for working Saturday, holiday and/or Sunday shifts, such employee shall be given similar compensation for working such shifts.

#### **96.9 Summer time**

**96.9.1** When summer time is introduced through legislation, and is prescribed as being in advance of the standard time, the length of any shift:

- (a) commencing before the legally prescribed time for the commencement of a summer time period; and
- (b) commencing on or before the legally prescribed time for the termination of a summer time period;

shall be the number of hours which are the difference between the times recorded by the clock at the beginning and end of the shift.



**96.9.2** In **sub-clause 93.9.1** the expressions **standard time** and **summer time** shall bear the same meanings as are prescribed by the relevant State legislation.

**96.10 RDO on a public holiday**

A shift worker whose rostered day off falls on a public holiday shall be paid in accordance with **sub-clause 42.3.3** of this Agreement.

**97 TRAINING**

**97.1 Development of training programme**

Following proper consultation, which may include the establishment of a training committee, an employer shall develop a training programme consistent with:

- 97.1.1** the current and future skill needs of the enterprise;
- 97.1.2** the size, structure and nature of the operations of the enterprise;
- 97.1.3** the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.

**97.2 Training committee**

Where it is agreed a training committee be established, it shall include employer and employee representatives. The role of the training committee shall be clearly set out and shall include:

- 97.2.1** formulation of a training programme including available training courses and career opportunities;
- 97.2.2** recommending individual employees for training and reclassification; and
- 97.2.3** monitoring and advising management and employees on the ongoing effectiveness of the training.

**97.3 Training - paid leave and associated costs**

- 97.3.1** Where, as a result of consultation referred to at **sub-clause 94.1** above, including consultation with the employee concerned, it is agreed that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave. This shall not prevent the employer and employee(s) agreeing to paid leave for other relevant training.
- 97.3.2** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

- 97.3.3** Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

## **PART 11 – SERVICE DELIVERY PARTNERSHIP PLAN**

### **98 SERVICE DELIVERY PARTNERSHIP PLAN**

- 98.1** The parties are committed contributing to the improvement of the productivity and efficiency of the Victorian Public health system:
- (a) Ensuring that quality maintenance of hospital infrastructure contributes to the efficient and improved patient treatment times.
  - (b) Enhancing workforce and patient safety through increased immunisation/vaccination rates.
  - (c) Reducing illness and injury through occupational and safety interventions.
  - (d) Collaboration on initiatives to reduce the environmental impact of health service.
  - (e) Modernising the agreement through the development and implementation of common clauses where possible.
  - (f) Jointly give consideration to the scope for creating a contemporary classification structure that better reflects current and evolving work practices and workplace arrangements relevant to the maintenance function in hospitals.
  - (g) Contribute to the objective of the Victorian Public health system to excel in meeting the National Safety and Quality Health Service Standards.
- 98.2** To facilitate the achievement of the above initiatives, the parties agree to establish an SDPP Working Group within six (6) months of the agreement being approved by the Fair Work Commission. The role of the SDPP Working Group will be to discuss, implement and monitor progress towards achieving the initiatives entitled in this clause.
- 98.3** The SDPP Working Group will comprise nominated union representatives, the VHIA and DHHS (as required). The SDPP Working Group may, by agreement, establish sub groups or delegate individual matters to a health service(s) as required.
- 98.4** A dispute over the implementation of this clause will be dealt with through Conciliation in accordance with the Dispute Resolution Procedure at clause 12.

## PART 12 – EXECUTION OF AGREEMENT

### 99 SIGNATORIES


Executed as an Agreement:

For the **Victorian Hospitals Industrial Association (VHIA)** on behalf of the Employers listed in **Schedule A:**

  
.....  
Chief Executive Officer

  
.....  
Date

  
.....  
Name of Officer

  
.....  
Address

For and on behalf of the **Australian Manufacturing Workers Union:**

.....  
Position Title

.....  
Date


.....  
Name of Officer

## PART 12 – EXECUTION OF AGREEMENT

### 99 SIGNATORIES

Executed as an Agreement:

For the **Victorian Hospitals Industrial Association (VHIA)** on behalf of the Employers listed in **Schedule A:**

  
.....  
Chief Executive Officer

  
.....  
Date

  
.....  
Name of Officer


  
.....  
Address

  
For and on behalf of the **Australian Manufacturing Workers Union:**

  
.....  
Position Title

  
.....  
Date

  
.....  
Name of Officer

  
.....  
Address

.....  
Address

For and on behalf of the **Electrical Trades Union:**

.....  
Position Title

.....  
Date

.....  
Name of Officer

.....  
Address

For and on behalf of the **Construction Forestry Mining and Energy Union:**

**RALPH EDWARDS  
PRESIDENT**

.....  
Position Title

..... 18.10.2016  
Date

.....  
Name of Officer

.....  
Address

  
540 Elizabeth St, Melbourne, VIC 3000

For and on behalf of the **Construction Forestry Mining and Energy Union:**

.....  
Position Title

.....  
Date

.....  
Name of Officer

.....  
Address

For and on behalf of the **Communications Electrical Plumbing Union:**

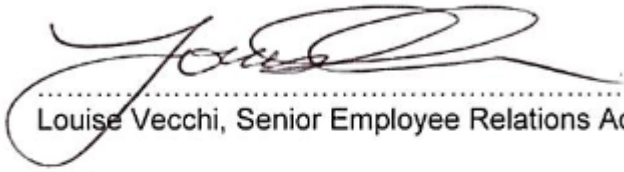
STATE SECRETARY CEPU PLUMBING DIVISION  
.....  
Position Title

7/05/2018  
.....  
Date

EARL SETCHES . Earl Setch  
.....  
Name of Officer

52 VICTORIA ST CARLTON SOUTH VIC 3083  
.....  
Address

For and on behalf of **Alfred Health** by its authorised officer:



.....  
Louise Vecchi, Senior Employee Relations Advisor

.....  
1 November 2018

.....  
Louise Vecchi

.....  
55 Commercial Road, Prahran, Vic 3055

For and on behalf of Ballarat Health Services by its authorised officer:



.....  
29 October 2018

.....  
Kevin Stewart, Director Employee Relations

.....  
Drummond Street Ballarat Vic 3350

For and on behalf of Barwon Health by its authorised officer:

  
Chief – Workforce and Culture

.....  
Signature and Position Title

31 October 2018

.....  
Date

PERRY MUNCASTER

.....  
Name of Officer

Ryrie Street, Geelong, VIC 3220

.....  
Address

For and on behalf of **Bass Coast Health** by its authorised officer:



Chief Executive Officer.....

.....26/10/2018.....

.....Jan Child.....

.....235 Graham Street, Wonthaggi Vic 3995.....



For and on behalf of Benalla Health by its authorised officer:

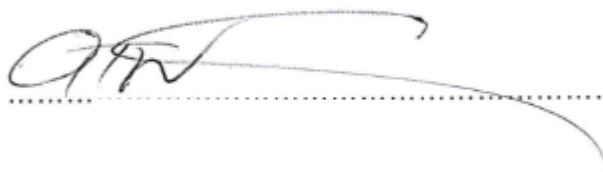
  
.....  
Chief Executive Officer

.....  
30<sup>th</sup> October 2018

.....  
Janine Holland

.....  
45-53 Coster Street, Benalla, Vic, 3672

For and on behalf of **Bendigo Health Care Group** by its authorised officer:

  
.....

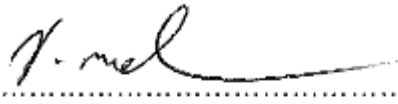
Andrea Noonan  
Exec Director People and Culture

.....  
31/10/18

.....  
Andrea Noonan

.....  
100 Barnard St Bendigo

For and on behalf of **Castlemaine Health** by its authorised officer:



.....Human Resources Manager

29/10/18.....

Vicki Mellington.....

Cornish Street, Castlemaine, 3450  
.....

For and on behalf of **Central Gippsland Health Service** by its authorised officer:



.....  
General Manager Human Resources

30/10/18  
.....  
Date

KEVIN GRAY  
.....  
Name of Officer

155 CUTHRIE PARADE, SALE, VICTORIA  
.....  
Address

For and on behalf of **Eastern Health** by its authorised officer:



Niki Howells-Schramm  
Director Workplace-Relations  
26 October 2018

5 Arnold Street  
Box Hill VIC 3128

For and on behalf of **ECHUCA REGIONAL HEALTH** by its authorised officer:



.....  
Signature

1 November 2018

Mark Fischmann, Executive Director of Human Resources  
Echuca Regional Health, 226 Service Street Echuca Vic 3564

For and on behalf of **Goulburn Valley Health** by its authorised officer:



.....  
EXECUTIVE DIRECTOR WORKFORCE

.....  
25 October 2018

.....  
Stacey Weeks

.....  
Graham Street, Shepparton VIC 3630

For and on behalf of Hepburn Health Services by its authorised officer:



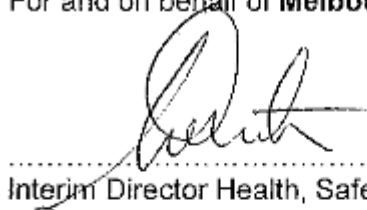
EXECUTIVE DIRECTOR - PEOPLE, CULTURE &  
DEVELOPMENT.

29/10/2018

NARELLE MCBRIDE

HOSPITAL STREET DANLESTON VIC 3460

For and on behalf of **Melbourne Health** by its authorised officer:



Interim Director Health, Safety and Employee Relations

26.10.18

Gerard White

Royal Melbourne Hospital,  
300 Grattan St  
Parkville 3050

For and on behalf of MILDURA BASE HOSPITAL by its authorised officer:

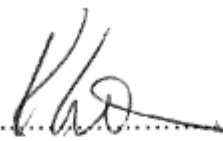
 Director of Workforce

29-10-18

Avinash Kumar

Ontario Avenue, Mildura, Vic, 3500

For and on behalf of Monash Health by its authorised officer:

 Executive Director People + Culture

29/10/18

KAREN LOWE

246 CLAYTON RD CLAYTON 3168

For and on behalf of **Northeast Health Wangaratta** by its authorised officer:

CEO -   
.....  
INSERT Signature and Position Title

25/11/18

.....  
Margaret Bennett

.....  
P O Box 386, Wangaratta, Vic, 3676

For and on behalf of Northern Health by its authorised officer:

  
..... Executive Director People & Culture  
.....

31/10/2018

.....  
Michelle Fenwick

.....  
Northern Health, 185 Cooper Street EPPING VIC 3076

For and on behalf of Peninsula Health by its authorised officer:



Director People & Culture

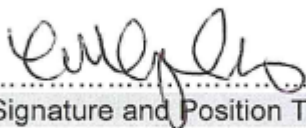
25/10/18

Fleur Behrens

Frankston Hospital PO Box 52 Hastings Road Frankston Vic 3199

.....

For and on behalf of Portland District Health by its authorised officer:



.....  
INSERT Signature and Position Title

.....  
INSERT Date

Christine Giles

.....  
INSERT Name of Officer

Bentley Street, Portland, Victoria 3305

.....

For and on behalf of THE ROYAL VICTORIAN EYE AND Ear HOSPITAL by its authorised officer:

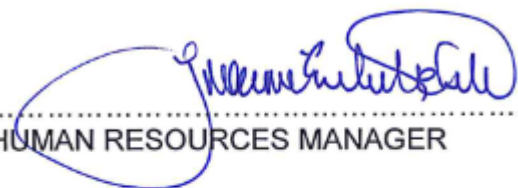
Mark Petty  
Chief Executive Officer

26/10/18  
Date

MARK PETTY  
Name of Officer

32 Gisborne Street East Melbourne 3002  
Address

For and on behalf of South West Healthcare by its authorised officer:

  
HUMAN RESOURCES MANAGER

1 November 2018


Graeme Mitchell

c/- South West Healthcare

Ryot Street, WARRNAMBOOL, 3280 Victoria



For and on behalf of **St Vincent's Health** by its authorised officer:

  
.....  
**INSERT Signature and Position Title**

Acting Director - HR &  
Corporate Support

1/11/2018  
.....  
**INSERT Date**

Rebecca Roberts  
.....  
**INSERT Name of Officer**

41 Victoria Parade, Fitzroy, VIC, 3065  
.....  
**INSERT Address**

For and on behalf of **Swan Hill District Health** by its authorised officer:

  
.....  
**Chief Executive Officer**

.....  
**25 October 2018**

.....  
**Edward Rayment**

.....  
**Splatt Street, Swan Hill Victoria 3585**

For and on behalf of **West Gippsland Healthcare Group** by its authorised officer:



CEO

31-10-2018

DAN WEEKS

41 LANDSBOROUGH ST WARRAGUL

For and on behalf of **West Wimmera Health Service** by its authorised officer:



Chief Executive Officer

25 October 2018

Ritchie Dodds

47 Nelson Street, Nhill, Victoria, 3418.

For and on behalf of Western District Health Service by its authorised officers:



Human Resources Manager.....

25/11/2018.....

Ilze Keavy.....

Western District Health Service, Foster Street, Hamilton, VIC, 3300

For and on behalf of **Western Health** by its authorised officer:



.....  
Director – People, Culture & Safety

.....  
1 November 2018

.....  
Gillian Shedden

.....  
160 Gordon Street, Footscray VIC 3011

For and on behalf of **Wimmera Health Care Group** by its authorised officer:

Catherine Morley Chief Executive Officer  
Signature and Position Title

29.10.18  
Date

Catherine Morley  
Name of Officer

Wimmera Health Care Group  
83 Baillie Street Horsham 3400  
Address

For and on behalf of **Albury Wodonga Health** by its authorised officer:

Lisa Grossman  
Business Partner People & Workforce

26<sup>th</sup> October 2018

Lisa Grossman

Borella Road, Albury NSW 2640

## **SCHEDULE A – LIST OF EMPLOYERS**

1. Albury Wodonga Health Service
2. Alfred Health
3. Ballarat Health Service
4. Barwon Health
5. Bass Coast Regional Health
6. Benalla & District Memorial Hospital
7. Bendigo Health Care Group
8. Castlemaine Health
9. Central Gippsland Health Service
10. Eastern Health
11. Echuca Regional Health
12. Goulburn Valley Health
13. Hepburn Health
14. Melbourne Health
15. Mildura Base Hospital
16. Monash Health
17. Northeast Health – Wangaratta
18. Northern Health
19. Peninsula Health
20. Portland District Health
21. Royal Victorian Eye & Ear Hospital
22. South West Healthcare
23. St Vincent's Health
24. Swan Hill District Hospital
25. West Gippsland Health Care Group
26. West Wimmera Health Service
27. Western Health
28. Western District Health Service

29. Wimmera Health Care Group

## SCHEDULE B – WAGES & WAGE BASED ALLOWANCES – PLUMBING INDUSTRY EMPLOYEES

<b>PLUMBING INDUSTRY (VICTORIAN GOVERNMENT DEPARTMENTS, INSTRUMENTALITIES AND PUBLIC HOSPITALS) AWARD 2000</b>									
<b>Classification</b>	<b>Code</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>
<b>Effective Date</b>		<b>FFPPOA – 4.25% 1 September 2017</b>		<b>FFPPOA – 3.00% 1 September 2018</b>		<b>FFPPOA – 3.00% 1 September 2019</b>		<b>FFPPOA – 3.00% 1 September 2020</b>	
Plumber 1 <sup>st</sup> Year	RI1	\$998.82	n/a	\$1,028.78	n/a	\$1,059.65	n/a	\$1,091.44	n/a
Plumber 2 <sup>nd</sup> Year	RI2	\$1,008.72	n/a	\$1,038.98	n/a	\$1,070.15	n/a	\$1,102.26	n/a
Plumber 3 <sup>rd</sup> Year	RI3	\$1,016.75	n/a	\$1,047.25	n/a	\$1,078.67	n/a	\$1,111.03	n/a
<b><u>Plumber Yr 5 (Senior)</u></b>	SJ15	\$1,047.40	n/a	\$1,078.82	n/a	\$1,111.19	n/a	\$1,144.52	n/a
Plumber Labourer Year 1	RL1	\$802.83	n/a	\$826.91	n/a	\$851.72	n/a	\$877.27	n/a
Plumber Labourer Year 2	RL2	\$813.05	n/a	\$837.44	n/a	\$862.56	n/a	\$888.44	n/a
Plumber Labourer Year 3	RL3	\$821.28	n/a	\$845.92	n/a	\$871.30	n/a	\$897.44	n/a
<b><u>Plumber Labourer Yr 5 (Senior)</u></b>	SJ16	\$845.99	n/a	\$871.37	n/a	\$897.51	n/a	\$924.43	n/a

<b>PLUMBING INDUSTRY (VICTORIAN GOVERNMENT DEPARTMENTS, INSTRUMENTALITIES AND PUBLIC HOSPITALS) AWARD 2000</b>									
<b>Classification</b>	<b>Code</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>
<b>Effective Date</b>		<b>FFPPOA – 4.25% 1 September 2017</b>		<b>FFPPOA – 3.00% 1 September 2018</b>		<b>FFPPOA – 3.00% 1 September 2019</b>		<b>FFPPOA – 3.00% 1 September 2020</b>	
Appren Plumber Year 1	RL6	\$383.22	n/a	\$394.72	n/a	\$406.56	n/a	\$418.76	n/a
Appren Plumber Year 2	RL7	\$547.83	n/a	\$564.27	n/a	\$581.20	n/a	\$598.63	n/a
Appren Plumber Year 3	RL8	\$688.99	n/a	\$709.66	n/a	\$730.95	n/a	\$752.88	n/a
Appren Plumber Year 4	RL9	\$877.26	n/a	\$903.58	n/a	\$930.69	n/a	\$958.61	n/a
Drainer 1 <sup>st</sup> Year	RN1	\$905.41	n/a	\$932.57	n/a	\$960.55	n/a	\$989.37	n/a
Drainer 2 <sup>nd</sup> Year	RN2	\$915.11	n/a	\$942.56	n/a	\$970.84	n/a	\$999.96	n/a
Drainer 3 <sup>rd</sup> Year	RN3	\$923.34	n/a	\$951.04	n/a	\$979.57	n/a	\$1,008.96	n/a
<b><u>Drainer Yr 5 (Senior)</u></b>	SJ17	\$951.18	n/a	\$979.71	n/a	\$1,009.10	n/a	\$1,039.38	n/a



ALLOWANCES – PLUMBING INDUSTRY EMPLOYEES					
		FFPPOA – 4.25% 1 September 2017	FFPPOA – 3.00% 1 September 2018	FFPPOA – 3.00% 1 September 2019	FFPPOA – 3.00% 1 September 2020
Tool Allowance		Included in base rate			
Registration Allowance		Included in base rate			
Certificate Allowance		Nil	Nil	Nil	Nil
Leading Hand Allowance*	Not more than one employee	\$19.18	\$19.76	\$20.35	\$20.96
	2-5 employees	\$43.94	\$45.26	\$46.62	\$48.02
	6-10 employees	\$55.30	\$56.96	\$58.67	\$60.43
	>10 employees	\$74.70	\$76.94	\$79.24	\$81.62
Disability Allowance*		Nil	Nil	Nil	Nil
Enterprise Flexibility Payment		\$73.70	\$75.92	\$78.19	\$80.54

\* Only where the employees are receiving the allowances on an ongoing basis.

## SCHEDULE C – WAGES & WAGE BASED ALLOWANCES – METAL INDUSTRY EMPLOYEES

<b>METAL INDUSTRY (VICTORIAN PUBLIC HOSPITALS) AWARD 2002</b>									
<b>Classification</b>	<b>Code</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>
<b>Effective Date</b>		<b>FFPPOA – 4.25% 1 September 2017</b>		<b>FFPPOA – 3.00% 1 September 2018</b>		<b>FFPPOA – 3.00% 1 September 2019</b>		<b>FFPPOA – 3.00% 1 September 2020</b>	
Mechanical Tradesman Yr 1	SJ7	\$818.99	\$109.25	\$843.56	\$112.53	\$868.86	\$115.91	\$894.93	\$119.38
Mechanical Tradesman Yr 2	SJ8	\$835.04	\$118.95	\$860.09	\$122.52	\$885.90	\$126.19	\$912.47	\$129.98
Mechanical Tradesman Yr 3	SJ9	\$835.04	\$127.19	\$860.09	\$131.00	\$885.90	\$134.93	\$912.47	\$138.98
<b><u>Mechanical Tradesman Yr 5 (Senior)</u></b>	SJ10	\$860.17	\$130.94	\$885.97	\$134.87	\$912.55	\$138.91	\$939.93	\$143.08
Motor Mechanic	SK2	\$771.24	\$127.19	\$794.38	\$131.00	\$818.21	\$134.93	\$842.76	\$138.98
<b><u>Motor Mechanic Yr 5 (Senior)</u></b>	SJ11	\$794.59	\$130.94	\$818.43	\$134.87	\$842.98	\$138.91	\$868.27	\$143.08
App Mech Trades Yr 1	SL1	\$344.03	\$45.97	\$354.35	\$47.35	\$364.98	\$48.77	\$375.93	\$50.24
App Mech Trades Yr 2	SL2	\$450.57	\$59.74	\$464.09	\$61.53	\$478.01	\$63.37	\$492.35	\$65.27
App Mech Trades Yr 3	SL3	\$614.24	\$81.73	\$632.67	\$84.18	\$651.65	\$86.71	\$671.20	\$89.31
App Mech Trades Yr 4	SL4	\$720.68	\$95.18	\$742.30	\$98.04	\$764.57	\$100.98	\$787.51	\$104.01

**METAL INDUSTRY (VICTORIAN PUBLIC HOSPITALS) AWARD 2002**

Classification	Code	Rate	SIPS	Rate	SIPS	Rate	SIPS	Rate	SIPS
Effective Date		FFPPOA – 4.25% 1 September 2017		FFPPOA – 3.00% 1 September 2018		FFPPOA – 3.00% 1 September 2019		FFPPOA – 3.00% 1 September 2020	
Electrical Tradesman	SN1	\$818.99	\$127.19	\$843.56	\$131.00	\$868.86	\$134.93	\$894.93	\$138.98
<b><u>Electrical Tradesman Yr 5 (Senior)</u></b>	SJ12	\$843.70	\$130.94	\$869.01	\$134.87	\$895.08	\$138.91	\$921.93	\$143.08
Elect Trades Complex	SN2	\$870.17	\$127.19	\$896.28	\$131.00	\$923.17	\$134.93	\$950.86	\$138.98
<b><u>Elect Trades Complex Yr 5 (Senior)</u></b>	SJ13	\$896.24	\$130.94	\$923.12	\$134.87	\$950.82	\$138.91	\$979.34	\$143.08
App Elect Trades Yr 1	SP4	\$344.03	\$45.97	\$354.35	\$47.35	\$364.98	\$48.77	\$375.93	\$50.24
App Elect Trades Yr 2	SP5	\$450.57	\$59.74	\$464.09	\$61.53	\$478.01	\$63.37	\$492.35	\$65.27
App Elect Trades Yr 3	SP6	\$614.24	\$81.73	\$632.67	\$84.18	\$651.65	\$86.71	\$671.20	\$89.31
App Elect Trades Yr 4	SP7	\$720.68	\$95.81	\$742.30	\$98.68	\$764.57	\$101.64	\$787.51	\$104.69
Prime Maint Oper Gr 1	SR3	\$699.20	\$127.19	\$720.18	\$131.00	\$741.79	\$134.93	\$764.04	\$138.98
<b><u>Prime Maint Oper Gr 1 Yr 5 (Senior)</u></b>	SJ35	\$720.16	\$130.94	\$741.76	\$134.87	\$764.02	\$138.91	\$786.94	\$143.08
Prime Maint Oper Gr 2	SR4	\$664.70	\$127.19	\$684.64	\$131.00	\$705.18	\$134.93	\$726.33	\$138.98
<b><u>Prime Maint Oper Gr 2 Yr 5 (Senior)</u></b>	SJ14	\$684.71	\$130.94	\$705.26	\$134.87	\$726.41	\$138.91	\$748.21	\$143.08
Tradesmans Assistant	SR8	\$664.70	\$101.33	\$684.64	\$104.37	\$705.18	\$107.50	\$726.33	\$110.73

ALLOWANCES – METAL INDUSTRY EMPLOYEES					
		FFPPOA – 4.25% 1 September 2017	FFPPOA – 3.00% 1 September 2018	FFPPOA – 3.00% 1 September 2019	FFPPOA – 3.00% 1 September 2020
Tool Allowance		\$17.40	\$17.93	\$18.47	\$19.02
Registration Allowance		Nil	Nil	Nil	Nil
Certificate Allowance (mech tradesman)	1 or 2 certs	\$10.79	\$11.11	\$11.45	\$11.79
	3 or subsequent certs	\$10.79	\$11.11	\$11.45	\$11.79
Leading Hand Allowance*	3-10 employees	\$35.97	\$37.05	\$38.16	\$39.30
	11-20 employees	\$54.00	\$55.62	\$57.29	\$59.00
	>20 employees	\$68.54	\$70.59	\$72.72	\$74.90
Disability Allowance*		Nil	Nil	Nil	Nil
Enterprise Flexibility Payment		\$73.70	\$75.92	\$78.19	\$80.54
A Class Licence Allowance		\$24.24	\$24.97	\$25.71	\$26.49

\* Only where the employees are receiving the allowances on an ongoing basis.

**SCHEDULE D – WAGES & WAGE BASED ALLOWANCES – JOINERY & BUILDING TRADES PRODUCTS INDUSTRY  
EMPLOYEES**

<b>NATIONAL JOINERY &amp; BUILDING TRADES PRODUCTS AWARD 2002</b>									
<b>Classification</b>	<b>Code</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>
<b>Effective Date</b>		<b>FFPPOA – 4.25% 1 September 2017</b>		<b>FFPPOA – 3.00% 1 September 2018</b>		<b>FFPPOA – 3.00% 1 September 2019</b>		<b>FFPPOA – 3.00% 1 September 2020</b>	
Joiner –Setter Out	RD22	\$920.11	n/a	\$947.71	n/a	\$976.15	n/a	\$1,005.43	n/a
<b><u>Joiner – Setter Out Yr 5 (Senior)</u></b>	SJ18	\$947.63	n/a	\$976.06	n/a	\$1,005.34	n/a	\$1,035.50	n/a
Carpenter Shopfitting	RD55	\$910.31	n/a	\$937.62	n/a	\$965.75	n/a	\$994.72	n/a
<b><u>Carpenter Shop Yr 5 (Senior)</u></b>	SJ19	\$927.51	n/a	\$955.34	n/a	\$984.00	n/a	\$1,013.52	n/a
Carpenter Construction	RD66	\$910.31	n/a	\$937.62	n/a	\$965.75	n/a	\$994.72	n/a
<b><u>Carpenter Construction Yr 5 (Senior)</u></b>	SJ20	\$937.94	n/a	\$966.08	n/a	\$995.06	n/a	\$1,024.91	n/a
Carpenter and Joiner	RD33	\$879.77	n/a	\$906.16	n/a	\$933.34	n/a	\$961.34	n/a
<b><u>Carp and Joiner Yr 5 (Senior)</u></b>	SJ21	\$906.14	n/a	\$933.33	n/a	\$961.32	n/a	\$990.16	n/a
Painter	PT11	\$853.70	n/a	\$879.31	n/a	\$905.69	n/a	\$932.86	n/a

<b><u>NATIONAL JOINERY &amp; BUILDING TRADES PRODUCTS AWARD 2002</u></b>									
<b>Classification</b>	<b>Code</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>
<b>Effective Date</b>		<b>FFPPOA – 4.25% 1 September 2017</b>		<b>FFPPOA – 3.00% 1 September 2018</b>		<b>FFPPOA – 3.00% 1 September 2019</b>		<b>FFPPOA – 3.00% 1 September 2020</b>	
<b><u>Painter Yr 5 (Senior)</u></b>	SJ22	\$879.45	n/a	\$905.84	n/a	\$933.01	n/a	\$961.00	n/a
Joiner Assembler A	RD44	\$795.01	n/a	\$818.86	n/a	\$843.43	n/a	\$868.73	n/a
<b><u>Joiner Assembler A Yr 5 (Senior)</u></b>	SJ23	\$818.88	n/a	\$843.45	n/a	\$868.75	n/a	\$894.82	n/a

<b>ALLOWANCES – JOINERY &amp; BUILDING TRADES PRODUCTS INDUSTRY EMPLOYEES</b>					
		<b>FFPPOA – 4.25% 1 September 2017</b>	<b>FFPPOA – 3.00% 1 September 2018</b>	<b>FFPPOA – 3.00% 1 September 2019</b>	<b>FFPPOA – 3.00% 1 September 2020</b>
Tool Allowance		Included in base rate			
Registration Allowance		Nil	Nil	Nil	Nil
Certificate Allowance		Nil	Nil	Nil	Nil
Leading Hand Allowance*	Not more than one employee	\$19.39	\$19.97	\$20.57	\$21.19
	2-5 employees	\$43.47	\$44.78	\$46.12	\$47.50
	6-10 employees	\$55.04	\$56.70	\$58.40	\$60.15
	>10 employees	\$73.24	\$75.43	\$77.70	\$80.03
Disability Allowance*		Nil	Nil	Nil	Nil
Enterprise Flexibility Payment		\$73.70	\$75.92	\$78.19	\$80.54

\* Only where the employees are receiving the allowances on an ongoing basis.

## SCHEDULE E – WAGES & WAGE BASED ALLOWANCES – ENGINE DRIVERS & FIREMEN INDUSTRY EMPLOYEES

ENGINE DRIVERS & FIREMEN – GENERAL AWARD 1998									
Classification	Code	Rate	SIPS	Rate	SIPS	Rate	SIPS	Rate	SIPS
Effective Date		FFPPOA – 4.25% 1 September 2017		FFPPOA – 3.00% 1 September 2018		FFPPOA – 3.00% 1 September 2019		FFPPOA – 3.00% 1 September 2020	
Boiler Attd – Fireman	WX11	\$687.63	\$47.85	\$708.26	\$49.29	\$729.51	\$50.76	\$751.40	\$52.29
<b><u>Boiler Attd – Fireman Yr 5 (Senior)</u></b>	SJ24	\$708.48	\$49.31	\$729.74	\$50.79	\$751.63	\$52.31	\$774.18	\$53.88
Boiler Attd – 1 <sup>st</sup> Class	WX21	\$700.66	\$47.43	\$721.68	\$48.86	\$743.33	\$50.32	\$765.63	\$51.83
<b><u>Boiler Attd – 1<sup>st</sup> Class Yr 5 (Senior)</u></b>	SJ25	\$721.62	\$48.89	\$743.27	\$50.36	\$765.57	\$51.87	\$788.53	\$53.43
Leading Blr Attd – CI 1	WX31	\$710.99	\$47.12	\$732.31	\$48.53	\$754.28	\$49.99	\$776.91	\$51.49
<b><u>Leading Blr Attd – CI 1 Yr 5 (Senior)</u></b>	SJ26	\$732.36	\$48.58	\$754.33	\$50.04	\$776.96	\$51.54	\$800.27	\$53.09
Leading Blr Attd – CI 2	WX41	\$706.40	\$47.23	\$727.59	\$48.64	\$749.42	\$50.10	\$771.90	\$51.60
<b><u>Leading Blr Attd – CI 2 Yr 5 (Senior)</u></b>	SJ27	\$727.67	\$48.68	\$749.49	\$50.15	\$771.98	\$51.65	\$795.14	\$53.20



<b>ENGINE DRIVERS &amp; FIREMEN – GENERAL AWARD 1998</b>									
<b>Classification</b>	<b>Code</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>
<b>Effective Date</b>		<b>FFPPOA – 4.25% 1 September 2017</b>		<b>FFPPOA – 3.00% 1 September 2018</b>		<b>FFPPOA – 3.00% 1 September 2019</b>		<b>FFPPOA – 3.00% 1 September 2020</b>	
Boiler Attd / Eng Driver	WX61	\$719.01	\$46.91	\$740.58	\$48.32	\$762.80	\$49.77	\$785.68	\$51.26
<b><u>Boiler Attd / Eng Driver Yr 5 (Senior)</u></b>	SJ28	\$740.70	\$48.37	\$762.92	\$49.82	\$785.80	\$51.32	\$809.38	\$52.86
Greaser/Oiler	WY61	\$669.70	\$48.27	\$689.79	\$49.72	\$710.49	\$51.21	\$731.80	\$52.74
<b><u>Greaser/Oiler Yr 5 (Senior)</u></b>	SJ29	\$689.82	\$49.83	\$710.52	\$51.33	\$731.83	\$52.87	\$753.79	\$54.45
Greaser/Oiler - 1 <sup>st</sup> CI	WY71	\$689.09	\$47.85	\$709.77	\$49.29	\$731.06	\$50.76	\$752.99	\$52.29
<b><u>Greaser/Oiler - 1<sup>st</sup> CI Yr 5 (Senior)</u></b>	SJ30	\$709.94	\$49.31	\$731.24	\$50.79	\$753.18	\$52.31	\$775.77	\$53.88
Trimmer	WY81	\$664.91	\$48.48	\$684.85	\$49.93	\$705.40	\$51.43	\$726.56	\$52.97
<b><u>Trimmer Yr 5 (Senior)</u></b>	SJ31	\$683.78	\$50.14	\$704.29	\$51.65	\$725.42	\$53.20	\$747.18	\$54.79
Fuelman	WY91	\$664.91	\$48.48	\$684.85	\$49.93	\$705.40	\$51.43	\$726.56	\$52.97
<b><u>Fuelman Yr 5 Senior</u></b>	SJ32	\$684.92	\$50.14	\$705.47	\$51.65	\$726.63	\$53.20	\$748.43	\$54.79
Engine Cleaner	WZ11	\$664.91	\$48.48	\$684.85	\$49.93	\$705.40	\$51.43	\$726.56	\$52.97
<b><u>Engine Cleaner Yr 5 (Senior)</u></b>	SJ33	\$684.92	\$50.14	\$705.47	\$51.65	\$726.63	\$53.20	\$748.43	\$54.79
Boiler Cleaner	WZ21	\$664.91	\$48.48	\$684.85	\$49.93	\$705.40	\$51.43	\$726.56	\$52.97

<b>ENGINE DRIVERS &amp; FIREMEN – GENERAL AWARD 1998</b>									
<b>Classification</b>	<b>Code</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>	<b>Rate</b>	<b>SIPS</b>
<b>Effective Date</b>		<b>FFPPOA – 4.25% 1 September 2017</b>		<b>FFPPOA – 3.00% 1 September 2018</b>		<b>FFPPOA – 3.00% 1 September 2019</b>		<b>FFPPOA – 3.00% 1 September 2020</b>	
<b><u>Boiler Cleaner Yr 5 (Senior)</u></b>	SJ34	\$684.92	\$50.14	\$705.47	\$51.65	\$726.63	\$53.20	\$775.77	\$53.88
Boiler Attd/Eng Driv (jnr u/16 yr)	WZ81	\$221.01	\$24.39	\$227.64	\$25.13	\$234.47	\$25.88	\$726.56	\$52.97
Boiler Attd/Eng Driv (jnr 16 yr)	WZ91	\$288.04	\$22.52	\$296.68	\$23.19	\$305.58	\$23.89	\$747.18	\$54.79
Boiler Attd/Eng Driv (jnr 17 yr)	XA11	\$431.91	\$18.14	\$444.86	\$18.68	\$458.21	\$19.24	\$726.56	\$52.97
Boiler Attd/Eng Driv (jnr 18 yr)	XA21	\$508.95	\$24.60	\$524.22	\$25.34	\$539.94	\$26.10	\$748.43	\$54.79
Boiler Attd/Eng Driv (jnr 19 yr)	XA31	\$596.00	\$27.83	\$613.88	\$28.67	\$632.29	\$29.53	\$726.56	\$52.97

ALLOWANCES – ENGINE DRIVERS AND FIREMEN INDUSTRY EMPLOYEES					
		FFPPOA – 4.25% 1 September 2017	FFPPOA – 3.00% 1 September 2018	FFPPOA – 3.00% 1 September 2019	FFPPOA – 3.00% 1 September 2020
Tool Allowance		Nil	Nil	Nil	Nil
Registration Allowance		Nil	Nil	Nil	Nil
Certificate Allowance		Nil	Nil	Nil	Nil
Leading Hand Allowance*	3-10 employees	\$37.48	\$38.60	\$39.76	\$40.95
	11-20 employees	\$55.93	\$57.61	\$59.34	\$61.12
	20+ employees	\$71.10	\$73.23	\$75.43	\$77.69
Disability Allowance*		Nil	Nil	Nil	Nil
Enterprise Flexibility Payment		\$73.70	\$75.92	\$78.19	\$80.54

\* Only where the employees are receiving the allowances on an ongoing basis.

## **SCHEDULE F – ALLOWANCES**

In relation to the productivity cost offset outlined in clause 30 of this Agreement, employers may negotiate a consolidation of all or a number of allowances listed in this Schedule:

### **ALL TRADES**

- enterprise flexibility payment
- licence reimbursement
- on-call payment

### **METAL INDUSTRY (VICTORIAN PUBLIC HOSPITALS) AWARD 2000**

- leading hand allowance
- tool allowance
- certificate allowance Mechanical Trades
- SIPS (State Incremental Payments Scheme)

### **PLUMBING INDUSTRY (VICTORIAN GOVERNMENT DEPARTMENTS, INSTRUMENTALITIES AND PUBLIC HOSPITALS) AWARD 2000**

- leading hand allowance

### **NATIONAL JOINERY & BUILDING PRODUCTS AWARD 2002**

- leading hand allowance

### **ENGINE DRIVERS & FIREMEN – GENERAL AWARD 1998**

- leading hand allowance



Victorian Hospitals' Industrial Association

88 Maribyrnong Street, Footscray VIC 3011    ABN 77 538 927 540  
Switchboard 03 9861 4000    Employment Advice 1800 729 329  
Email [vhia@vhia.com.au](mailto:vhia@vhia.com.au)    [www.vhia.com.au](http://www.vhia.com.au)

## **UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (Cth)**

### ***Victorian Public Health Sector (Maintenance) Multi-Employer Agreement 2017-2021***

#### **AG2018/1746 - Application by Victorian Hospitals' Industrial Association**

Each Employer gives the following undertakings in respect to the *Victorian Public Health Sector (Maintenance) Multi-Employer Agreement 2017-2021* ("the Agreement"):

#### **Personal leave**

(a) Subject to clause 49 of the Agreement, an employee will receive:

- 1 day of personal leave per month in their first year of service;
- 14 days in each year in the second, third and fourth years of service;
- 21 days in the fifth and following years of service.

#### **Rates of pay**

(b) The following classifications:

- Plumber Labourer Year 1,
- Drainer 2nd year,
- Drainer 3<sup>rd</sup> year,
- Junior Apprentice Plumber – 1<sup>st</sup> year,
- Junior Apprentice Plumber – 2<sup>nd</sup> year,
- Apprentice Mechanic Trades – 1<sup>st</sup> year,
- Apprentice Mechanic Trades – 2<sup>nd</sup> year,
- Apprentice Electrical Trades – 1<sup>st</sup> year,
- Apprentice Electrical Trades – 2<sup>nd</sup> year,
- Boiler Attd – Firemen,
- Boiler Attd/Engine Driver,
- Boiler Attd/Engine Driver Year 5 (Senior),
- Boiler Attd/Engine Driver (Junior u/16 yr),
- Boiler Attd/Engine Driver (Junior 16 yr),

will be paid no less than the rate of pay provided for in the applicable modern award.

(c) Where a Metal Industry Employee, who because of the effects of a disability is eligible for a supported wage under the terms of this Agreement, will be paid the minimum amount payable as provided for at clause E.4.2 of Schedule E of the *Manufacturing and Associated Industries and Occupations Award 2010*.

- (d) Where a Joinery and Building Trades Employee, who because of the effects of a disability is eligible for a supported wage under the terms of this Agreement, will be paid the minimum amount payable per week as provided for at clause E.4.2 of Schedule E of the *Joinery and Building Trades Award 2010*.

## **Allowances**

- (e) In accordance with Schedule B of the Agreement, Plumbing Industry Employees, who are eligible to receive a leading hand allowance, will be paid no less than the leading hand allowance provided for at clause 21.1(k) of the *Plumbing and Fire Sprinklers Award 2010*.
- (f) In accordance with Schedule C of the Agreement, Metal Industry Employees, who are eligible to receive a leading hand allowance, will be paid no less than the leading hand allowance provided for at clause 32.1(a) of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (g) In accordance with clause 41.9, where a Metal Industry Employee is eligible to receive a meal allowance, they will be paid no less than the meal allowance provided for at clause 40.11 of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (h) In accordance with clause 41.9.3(b), where an Engine Driver and Firemen Industry Employee is eligible to receive a meal allowance, they will be paid no less than the meal allowance provided for at clause 40.11 of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (i) In accordance with Schedule D of the Agreement, Joinery and Building Trade Employees, who are eligible to receive a leading hand allowance, will be paid no less than the leading hand allowance provided for at clause 24.1(a) of the *Joinery and Building Trades Award 2010*.

## **Part-time employees**

- (j) In accordance with clause 17.2.1, a part-time Metal Industry Employee, will be engaged in accordance with clause 13.2 of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (k) In accordance with clause 17.2.2, a part-time Joinery and Building Trades Products Industry Employee, will be engaged in accordance with clause 11.2 of the *Joinery and Building Trades Award 2010*.
- (l) In accordance with clause 17.2.3, a part-time Engine Driver and Firemen Industry Employee, will be engaged in accordance with clause 13.2 of the *Manufacturing and Associated Industries and Occupations Award 2010*.
- (m) Where a part-time employee is required to work outside their agreed hours, they will receive overtime in accordance with clause 41 of the Agreement.



### Casual employees

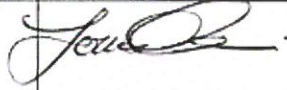
- (n) In accordance with clause 17.3.3 of the Agreement, a casual Engine Driver and Firemen Industry Employee, will be paid per hour 1/38<sup>th</sup> of the weekly agreement wage for the work in which the casual employee performs plus 25%.


### Shift penalties


- (o) In accordance with clause 87.4 of the Agreement, a Joinery and Building Trades Products Industry Employee who performs an early afternoon shift, will be paid in accordance with clause 28.3(d) of the *Joinery and Building Trades Award 2010*.

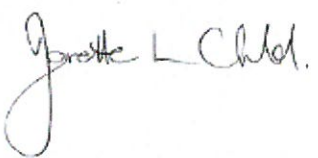
### Span of Hours

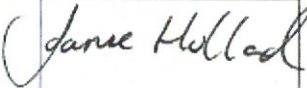
- (p) Where agreement is reached to extend the span of ordinary hours of work to no more than 12 hours in accordance with clause 39, and the employee is required to work ordinary hours beyond those prescribed in clause 38, the overtime provisions at clause 41 will apply. Such agreement shall be between the Employer and individual trade groups, or if there is only one employee in a trade group at a particular health service, negotiations may take place between the Employee and his or her representative and the Employer.

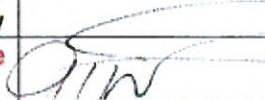
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Louise Vecchi	Senior Employee Relations Advisor	Alfred Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Kevin Stewart	Director Employee Relations	Ballarat Health Services	

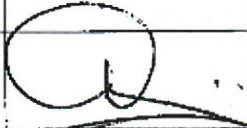
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Perry Muncaster	Chief – Workforce & Culture	Barwon Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Jan Child	Chief Executive Officer	Bass Coast Health	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Janine Holland	Chief Executive Officer	Benalla Health	

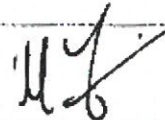
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Andrea Noonan	Executive Director People and Culture	Bendigo Health Care Group	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Vicky Mellington	HR MANAGER	Castlemaine Health	

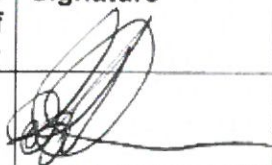
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Kevin GRAY	General Manager Human Resources	Central Gippsland Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Niki Howells-Schramm	Director, Workplace Relations	Eastern Health	

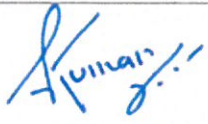


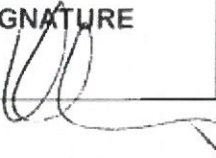
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Mark Fischmann	Executive Director Human Resources	Echuca Regional Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Stacey Weeks	Executive Director Workforce	Goulburn Valley Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Narelle McBride	ED - People, Culture & Development	Hepburn Health Services	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Gerard White	Interim Director Health, Safety and Employee Relations	Melbourne Health	

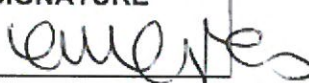
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
AVINASH KUMAR	DIRECTOR OF WORKFORCE	MILDURA BASE HOSPITAL	

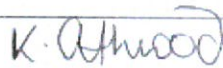
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
INSERT FULL NAME Karen Ann Lowe	INSERT POSITION Executive Director People + Culture	INSERT EMPLOYER NAME Monash Health	INSERT SIGNATURE 

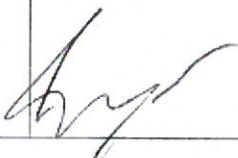
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Margaret Bennett	Chief Executive Officer	Northeast Health Wangaratta	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Michelle Fenwick	Executive Director People & Culture	Northern Health	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Fleur Behrens	Director People & Culture	Peninsula Health	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
INSERT FULL NAME Christine Giles	INSERT POSITION Chief Executive Officer	INSERT EMPLOYER Portland District Health	INSERT SIGNATURE 


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Kim Attwood	People and Culture Business Partner	The Royal Victorian Eye and Ear Hospital	


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Edward Rayment	CEO	Swan Hill District Health	

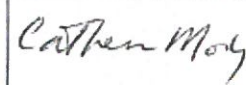
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Daniel Weeks	Chief Executive Officer	West Gippsland Healthcare Group	

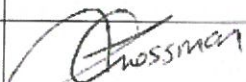


Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Ritchie Dodds	Chief Executive Officer	West Wimmera Health Service	

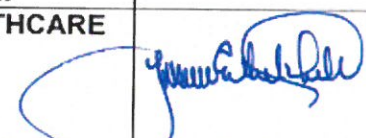
Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Ilze Keevy	HRM	Western District Health Service	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
<b>INSERT NAME</b> Gillian Shadden	<b>INSERT POSITION</b> Director People Culture + Safety	<b>INSERT EMPLOYER</b> Western Health	<b>INSERT SIGNATURE</b> 

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Catherine Morley	CEO	Wimmera Health Care Group	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Lisa Grossman	Business Partner People & Workforce	Albury Wodonga Health	

26/10/18

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
GRAEME MITCHELL	HUMAN RESOURCES MANAGER	SOUTH WEST HEALTHCARE	

Name	Position title	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
<b>INSERT FULL NAME</b> Rebecca Roberts	<b>INSERT POSITION</b> Acting ED - people & corporate support	<b>INSERT EMPLOYER NAME</b> St Vincent's Hospital (Melbourne)	<b>INSERT SIGNATURE</b> 