



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Victorian Hospitals’ Industrial Association T/A Victorian Hospitals’
Industrial Association**
(AG2023/5145)

**MAINTENANCE (VICTORIAN PUBLIC SECTOR) (SINGLE
INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2023 - 2027**

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 3 JANUARY 2024

Application for approval of the Maintenance (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2023 - 2027

[1] An application has been made for approval of an enterprise agreement known as the *Maintenance (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2023 - 2027* (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 T/A Victorian Hospitals’ Industrial Association. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, which commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the *notification time* for the Agreement of 25 June 2021, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023 apply to the present application. Further, as the Agreement was *made* on 12 December 2023 the better off overall test provisions in Part 2-4 of the Fair Work Act as amended on 6 June 2023 apply.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), Construction, Forestry and Maritime Employees Union (CFMEU) and “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) being a bargaining representatives for the Agreement, have each given notice under s.183 of the Act that it wants

the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers each organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 January 2024. The nominal expiry date of the Agreement is 31 August 2027.



DEPUTY PRESIDENT

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MAINTENANCE (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2023 – 2027

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

PART 1 – PRELIMINARY

1. Agreement Title

This Agreement shall be known as the *Maintenance (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2023 - 2027*.

2. Contents

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3. Definitions

- 3.1 **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- 3.2 **Agreement** means the *Maintenance (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2023 - 2027*.
- 3.3 **Continuous Work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.
- 3.4 **Department** means the Victorian Department of Health.
- 3.5 **Employee** means any person employed in any of the classifications listed in **Appendix 4** of this Agreement, who are employed by an employer listed in **Appendix 1** of this Agreement.
- 3.6 **Employer(s)** means any or all of the organisations listed in **Appendix 1** of this Agreement.
- 3.7 **FFPPOOA** means first full pay period on or after.
- 3.8 **FWC** means Fair Work Commission.
- 3.9 **Health Service(s)** has the same meaning as Employer(s).
- 3.10 **HSR** means a health and safety representative.
- 3.11 **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 on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes);
 - (b) a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or of the Employee's spouse.
- 3.12 **Joinery & Building Trades Products Industry Employee** means an employee employed in any of the classifications shown in **Appendix 4 Section E** of this Agreement.
- 3.13 **Maintenance Work** means:
- (a) work performed in the repair, refurbishment, reconditioning, relocation, maintenance (including preventative maintenance), installation, testing and fault finding of hospital equipment and facilities to ensure they are maintained in good working order.
 - (b) It includes work performed by:
 - (i) tradespersons in the building trades (including carpentry and painting), plumbing trades, and electrical and mechanical maintenance trades (including but not limited to welders, fitters, boilermakers, electricians, instrument trades, refrigeration, and air-conditioning trades) and

- (ii) associated trades assistants, boiler attendants and engine drivers.
 - (c) It does not include installation associated with major construction projects or regular facility cleaning.
- 3.14 Metal Industry Employee** means an employee employed in any of the classifications shown in **Appendix 4 Section D** of this Agreement.
- 3.15 NES** means the National Employment Standards detailed in Part 2-2 of the Act, as varied from time to time.
- 3.16 Plumbing Industry Employee** means an employee employed in any of the classifications shown in **Appendix 4 Section C** of this Agreement.
- 3.17 Supplementary Labour** means contractors or employees of contractors (including labour hire companies and apprentices engaged through apprentice training providers/schemes).
- 3.18 Union(s)** means any or all of the organisations listed in subclause 4.1(c) of this Agreement.
- 3.19 VHIA** means the Victorian Hospitals' Industrial Association.
- 3.20 WIRC Act** means *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or its successor.
- 3.21 2017 Agreement** means the *Victorian Public Health Sector Maintenance Multi Employer Agreement 2017-2021*.

4. Parties and Coverage

- 4.1** The parties to this Agreement are:
- (a) The Employers;
 - (b) The Employees; and
 - (c) If they are named by the FWC as parties covered by the Agreement:
 - (i) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers Union (AMWU);
 - (ii) the Construction Forestry Maritime Mining and Energy Union (CFMMEU); and
 - (iii) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), including the branches referred to as the Electrical Trades Union (ETU) and Plumbing and Pipe Trades Employees Union (PPTEU);
 as bargaining representatives for this Agreement.
- 4.2** Maintenance Work is covered by this Agreement and Employers will not employ such maintenance workers under the handyman classifications under the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025* or its successors.

5. Commencement and Period of Operation

- 5.1 This Agreement shall come into effect seven (7) days from the date of approval by the FWC and shall nominally expire on 31 August 2027.
- 5.2 The Agreement shall continue to operate after the nominal expiry date in accordance with the provisions of the Act.
- 5.3 The parties will commence negotiations for a new enterprise agreement six (6) months prior to the nominal expiry date. After 3 months, if no agreement is reached, the parties will refer the matter to conciliation at the FWC.

6. Relationship to Previous Industrial Instruments and the NES

- 6.1 This is a comprehensive agreement that operates to the exclusion of any award, workplace determination or other agreement which previously applied to Employees covered by this Agreement.
- 6.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. Posting of Agreement

Each Employer must ensure that copies of the Agreement are available to all Employees, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

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 (including 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 Extra Claims

- 9.1 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) covered by the Agreement.
- 9.2 Subject to an Employer meeting its obligations to consult arising under this Agreement or a relevant contract of employment, it is not the intention of subclause 9.1 to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.

9.3 Nothing in this clause is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.

10. Individual Flexibility Arrangements

10.1 An Employee and an Employer may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a)** the arrangement deals with one or more of the following matters:
 - (i)** when work is performed;
 - (ii)** overtime rates;
 - (iii)** penalty rates;
 - (iv)** allowances; and/or
 - (v)** leave loading.

10.2 An Employee may appoint a representative for the purposes of the procedure in this clause 10, including the Union. Except as provided in subclause 10.5(c), the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.

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

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

10.4 An Employer who wishes to initiate the making of an individual flexibility arrangement must:

- (a)** give the Employee a written proposal; and
- (b)** if the Employer is aware, or reasonably should be aware, that the Employee has limited understanding of written English, must take reasonable steps (including providing a translation in an appropriate language) to ensure the Employee understands the proposal.

10.5 The Employer must ensure that the individual flexibility arrangement:

- (a)** is in writing;
- (b)** includes the name of the Employer and Employee;
- (c)** is signed by the Employee and the Employer and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (d)** includes details of:
 - (i)** the terms of the Agreement that will be varied by the arrangement;
 - (ii)** how the arrangement will vary the effect of the terms;
 - (iii)** how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

- (e) states the day the arrangement commences.
- 10.6 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.7 The Employer or Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing – at any time.
- 10.8 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. Job Security, Workforce Skills Development and Supplementary Labour

11.1 Job Security

- (a) The parties are committed to secure employment within the Victorian Public Health Sector and will give preference to engaging people to perform Maintenance Work as Employees, rather than engaging Supplementary Labour.
- (b) The parties agree that where possible, Employers should utilise Employees effectively and reasonably where they have the requisite skill set, job mix and availability to undertake such work (see also clause 12 – Capital Works Initiatives).

11.2 Engaging Supplementary Labour

- (a) Where Supplementary Labour is engaged, they shall be appropriately qualified to perform the required work.
- (b) Employers are not prohibited from engaging Supplementary Labour where it is reasonably necessary (for example, to backfill absences, to reduce excessive workload of Employees, for special programs/projects or where a particular skill isn't available) but must refrain from doing so to the detriment of Employees.
- (c) The Employer recognises that engaging Supplementary Labour to perform work covered by this Agreement, other than on a short-term basis, will generally be a Major Change as defined at clause 13.2(c) and may require consultation.
- (d) Notwithstanding any obligations to consult pursuant to clause 13 of the Agreement, Employers must report to the Workforce Skills Committee established under subclause 11.3(c):
 - (i) Any vacancies that have not been filled within a reasonable timeframe, including attempts made to fill the vacancy; and
 - (ii) Any upcoming work that is proposed to be contracted out; or

- (iii) Where existing work has been contracted out for more than 12 months,

With a view to exploring whether it would be more efficient and practical to either:

- (iv) recruit Employees to perform the work; or
- (v) increase the skills of the existing workforce to perform the task.

11.3 Workforce Skills

- (a) The parties are committed to providing opportunities for Employees to build their skills and capacity, enhance career development and subsequently minimise the engagement of Supplementary Labour (see also clause 67 – Study Leave).
- (b) Additional education or training of Employees will be explored when a skill requirement is long term, and the work is of sufficient volume to justify the investment and retention of competence by Employees in the required skill.
- (c) Where an education or training opportunity is granted, Supplementary Labour may be necessary to address any immediate work requirements (subject to subclause 11.2(b)).
- (d) **Workforce Skills Committee**
 - (i) Within three (3) months of the commencement of this Agreement, Employers, in consultation with the Unions, will create a Workforce Skills Committee who will meet quarterly (remotely or in person) and consist of:
 - A. representatives of the Employer, and
 - B. representatives of the Union/s.
 - (ii) The terms of reference of the Workforce Skills Committee will include assisting the Employer to:
 - A. monitor the use of Supplementary Labour,
 - B. identify current or future skills and capability gaps relevant to the Employer, within the existing workforce,
 - C. develop internal pathways within the Employer to improve the skills and capabilities of the existing workforce,
 - D. promote foreseeable employment opportunities that require vocational training, with the view to aligning interested Employees with vocational training providers to fulfil these foreseeable employment opportunities,
 - E. regularly review position descriptions, rosters and/or policies to ensure that both employers and employees can identify job skill mix,
 - F. report its progress to BPEC Committee established under clause 70 on a quarterly basis.

- (iii) The Workforce Skills Committee may meet as part of the Local Workplace Implementation Committee established under clause 69 or during other scheduled meetings with the Union/s as agreed locally.

12. Capital Works Initiatives

See also clause 11 – Job Security, Workforce Skills Development and Supplementary Labour.

- 12.1** For the purposes of this clause 12 only, Capital Works means work that:
 - (a) is not Maintenance Work or major construction work, and
 - (b) the Employee is appropriately skilled and qualified to perform.
- 12.2** A Health Service 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.
- 12.3** 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.
- 12.4** Typically, the Capital Works initiative may involve:
 - (a) development of a project list of Capital Works detailing the basic terms of what, where and when the project is to be undertaken;
 - (b) the distribution of this project list to all or applicable trades within a timeframe to be determined between the parties;
 - (c) 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;
 - (d) 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;
 - (e) 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 Employer may utilise Supplementary Labour; and
 - (f) 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.
- 12.5** The parties agree that this initiative has been developed as a way to reduce the use of Supplementary Labour. This reduction will be incremental and as a result of practical change which will take time to effect.

PART 2 - CONSULTATION, DISPUTE RESOLUTION AND MANAGING CONDUCT AND PERFORMANCE

13. Consultation

Nothing in this clause 13 limits the Employer's obligations to consult under the Occupational Health & Safety Act 2004 (Vic).

13.1 Consultation Regarding Major Change

- (a) Where an Employer proposes a Major 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) Consultation will include those who are absent on leave including on workers' compensation or parental leave.
- (c) 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 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; and / or
 - (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. The timeframes in this clause are indicative only.
- (c) The following table makes clear the relevant steps and indicative timeframes for the Consultation process and can be amended where mutually agreed between the parties.

Step	Action	Timeframe
1	Employer provides change impact statement and other written material required by subclause 13.4	
2	Written response from Employee/s 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 Employee/s or Union	14 days of step 4
6	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employee/s or Union prior to advising outcome of Consultation	14 days of step 5

13.4 Change Impact Statement (Step 1)

- (a) Prior to Consultation required by this clause, the Employer will provide the Affected Employee/s and the Union(s) with a written change impact statement setting out all relevant information including:
 - (i) the details of proposed change;
 - (ii) the reasons for the proposed change;

- (iii) the possible effect of the proposed change on Employees':
 - A. workload;
 - B. occupational health and safety matters; save that:
 - C. 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 must be undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
 - (iv) the expected benefit of the change;
 - (v) Measures the Employer is considering that may Mitigate or Avert the effects of the proposed change;
 - (vi) if relevant to the proposed change, the existing and proposed position descriptions, including new roles, those of the Affected Employees, or managers where reporting lines change;
 - (vii) the right of an Affected Employee to have a representative including a Union representative at any time during the change process; and
 - (viii) 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.
- (b) Any concerns by an Affected Employee or their representative regarding whether the change impact statement complies with clause 13.4 will be raised as soon as practicable.

13.5 Employee / Union Response (Step 2)

Following receipt of the change impact statement, Affected Employees 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) Measures 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 Affected 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 subclause 13.8, and will advise the Affected Employees, 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 change on Affected Employees; and
- (d) a summary of how matters that have been raised by Affected Employees, the Union and their representatives, including any alternative proposal, have been taken into account.

13.10 Consultation Disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 14 of this Agreement.

13A. Consultation About Changes to Rosters or Hours of Work

13A.1 This clause 13A applies where a change to regular rosters or ordinary hours of work (which may impact upon an Employee, particularly in relation to their family and caring responsibilities) does not constitute 'Major Change' in accordance with subclause 13.2(c).

- (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 13A does not apply to an Employee where the change to an Employee's regular roster or ordinary hours of work is as a consequence of that Employee's irregular, sporadic or unpredictable working hours, self-rostering or, where permitted, a rotating roster.
- (d) The provisions of this clause 13A 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.

14. Dispute Resolution Procedure

14.1 Resolution of Disputes and Grievances

- (a) For the purpose of this clause 14 a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
 - (i) this Agreement (for the avoidance of doubt, this includes a request for flexible working arrangements or a request for an additional 12 months parental leave); or
 - (ii) the NES.
- (c) A **Party** for the purposes of this clause is the Employee/s or the Employer that are subject to the dispute.
- (d) A Party subject 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.

14.2 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 (the pre-dispute status quo), until the dispute is resolved.
- (c) This requirement does not apply where an Employee:
 - (i) has a reasonable concern about an imminent risk to their 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.

14.3 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, without loss of pay, 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 a Party to the dispute will be released by the Employer from normal duties, without loss of pay, 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.

14.4 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 Employee's line manager or other relevant manager; and
 - (ii)** if the dispute is still unresolved, by discussions between the Employee/s and more senior managers.
- (b)** Nothing in this clause 14.4 prevents the Parties from agreeing, at any time, to conducting their discussions in writing, subject to clause 14.2.
- (c)** The discussions at subclause 14.4(a) will take place within 14 days or such longer period as mutually agreed, save that agreement will not be unreasonably withheld.
- (d)** Where a Party believes the requirements of this clause 14.4 have not been complied with, they will notify the other of their concern in writing as soon as practicable.
- (e)** If a dispute cannot be resolved at the workplace it may be referred by a Party to the dispute or representative to the FWC for conciliation and, if the matter in dispute remains unresolved, arbitration.

14.5 Disputes of a Collective Character

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

14.6 Conciliation

- (a)** Where a dispute is referred for conciliation, the FWC member will do everything the member deems right and proper to assist the Parties to settle the dispute.
- (b)** Conciliation before the FWC is complete when:
 - (i)** the Parties to the dispute agree that it is settled; or

- (ii) the FWC 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 FWC 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.

14.7 Arbitration

- (a) If, when conciliation is complete, the dispute is not settled, either Party may request the FWC proceed to determine the dispute by arbitration.
- (b) The FWC member that conciliated the dispute will not arbitrate the dispute if a Party objects to the member doing so.
- (c) Subject to subclause 14.7(d), a decision of the FWC is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the FWC, with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

14.8 Conduct of Matters Before the FWC

- (a) Subject to any agreement between the Parties to the dispute in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, the FWC will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.
- (b) For the avoidance of doubt, nothing in this clause affects the operation of section 596 of the Act.

15. Managing Conduct and Performance

15.1 Application

- (a) Except as provided at clause 15.1(e), 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 (2) 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.

- (d) The Employer will notify the Employee in accordance with subclause 15.3(b) as soon as practicable following the Employer becoming aware of the alleged concerns at subclause 15.1(a).
- (e) **Exception – Employees who have not Completed a Minimum Period of Employment with their Employer**
 - (i) Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at section 383 of the Act (currently six (6) months) and the Employer is considering the termination of the Employee’s employment, the Employer will:
 - A. provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns,
 - B. advise the Employee of their right to have a representative, including a Union representative;
 - C. other than in the case of Serious Misconduct, provide the Employee an opportunity to improve their Performance or Conduct,
 - D. meet with the Employee (and, where relevant, their representative), and
 - E. consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.
 - (ii) The terms of clause 15.3 to 15.5 inclusive do not apply to Employees within the scope of the exception in this subclause 15.1(e).

15.2 Definitions

- (a) **Performance** means the manner in which the Employee fulfils their 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 reasonably 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 *Fair Work Regulations 2009* (Cth) (**Regulations**) and that is both wilful and deliberate. Currently, the Regulations define 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 any of the following:

- (iii) the Employee, in the course of the Employee's employment, engaging in:
 - A. theft;
 - B. fraud;
 - C. assault; or
 - D. sexual harassment,
 - (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.
- (e) Subclauses 15.2(d)(iii)-(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.

15.3 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 before seeking a response;
 - (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.
- (c) Where the Employer has complied with subclauses 15.3(b)(i)-(iv) and the Employee does not dispute the concerns, the Employee may opt to decline the opportunity to be interviewed.
- (d) Where the Employee opts to decline the opportunity to be interviewed, the Employee may still raise matters under subclause 15.4(c) including matters in mitigation if a disciplinary procedure (see clause 15.4) is proposed.
- (e) An Employee shall only be stood down pending an investigation where it is alleged the behaviour, if substantiated, constitutes Serious Misconduct and

it would be unreasonable or unsafe in the circumstances to have the Employee present in the workplace.

- (f) Where the Employee is being stood down by a Health Service during a process set out in this clause 15, the Employee will receive ordinary pay for their rostered hours as if the Employee was not stood down by the Health Service.

15.4 Procedure to Address Poor Performance or Misconduct

- (a) This 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) provide the Employee with a reasonable opportunity to address the matters in 15.4(c).
- (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.

15.5 Possible Outcomes

- (a) Where it is determined that after following the procedures in this clause 15 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the Conduct or Performance and shall be recorded on the Employee's personnel file:
 - (i) **Where the Performance or Conduct does not Constitute Serious Misconduct:**
 - A. counsel the Employee; or
 - B. give the Employee a first written warning;
 - C. 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;
 - D. 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;
 - E. 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; or

(ii) Where the Performance or Conduct does Constitute Serious Misconduct:

- A.** terminate the Employee's employment without notice; or
 - B.** alternatively, issue the Employee with a final warning without following the steps in subclause 15.5(a)(i) 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 or counselling, a period of 12- or 18-months elapses (as relevant) without the Employee repeating a course of Conduct for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of issuing a further warning.

15.6 Performance Management

- (a)** Nothing in this clause 15 will prevent the Employer from undertaking performance management to support Employees.
- (b)** In this clause 15, **performance management** includes reasonable actions to address performance by identifying performance deficits, the Employer's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the Employee may reasonably require. Performance management measures may be included in a performance improvement plan that seeks to address the identified deficits within a reasonable time period.
- (c)** In this clause 15, performance management does not include sanctions in addition to those set out at subclause 15.5 above.

15.7 Disputes

A dispute over this clause 15 is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

16. Types of Employment

16.1 Full-time Employment

- (a)** Any Employee not specifically engaged as a part-time Employee or casual Employee shall be employed as a full-time Employee.
- (b)** A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.
- (c)** A full-time Employee who is ready, willing and able to work full-time hours will be paid the weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

16.2 Part-time Employment

- (a)** The Employer may employ part-time Employees in any classification covered by the Agreement.
- (b)** A part-time Employee is one who:
 - (i)** works less than an average of the full-time hours per week (or fortnight);
 - (ii)** has reasonably predictable hours of work; and
 - (iii)** receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- (c)** Before commencing employment, the Employer and part-time Employee will agree in writing on a regular pattern of work; including the:
 - (i)** number of hours to be worked each week;
 - (ii)** days of the week the Employee will work; and
 - (iii)** starting and finishing times each day.
- (d)** Any agreed variation to the regular pattern of work prescribed at subclause 16.2(c) including a variation as a result of an offer made pursuant to subclause 16.2(h), will be recorded in writing.
- (e)** For each ordinary hour worked, part-time Employees will be paid 1/38th of the weekly wage rate for their classification.
- (f)** The terms of this Agreement will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time Employees are 38, unless otherwise stated.
- (g) Minimum Engagement**
 - (i)** The minimum period of engagement of a part-time Employee is four (4) hours per ordinary shift.
 - (ii)** In order to meet their personal circumstances a part-time Employee may request, and the Employer may agree to an engagement for no

less than three (3) consecutive hours per ordinary shift. The agreement reached must be recorded by the Employer on the Employee's time and wages record.

(h) Additional Hours

- (i)** A part-time Employee may be offered additional hours at the applicable ordinary time rates for the time worked, within the limits prescribed by this Agreement.
- (ii)** A part-time Employee is entitled to decline an offer of additional ordinary hours.
- (iii)** Where a part-time Employee is directed by the Employer to work reasonable additional hours, or works hours in excess of 38 in a week, an average of 38 hours a week or the limits prescribed by the Agreement, overtime rates will apply.

16.3 Casual Employment

(a) General Terms

- (i)** A casual Employee is an Employee who:
 - A.** is made an offer of employment on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work (e.g. relief work such as replacing an Employee on an unplanned absence); and
 - B.** accepts the offer of employment on that basis; and
 - C.** is an Employee as a result of that acceptance.
- (ii)** When engaging a casual Employee, the Employer must inform the Employee:
 - A.** that the Employee is being engaged as a casual Employee;
 - B.** of the name of their Employer; and
 - C.** of their classification level and rate of pay.

(b) Minimum Engagement

- (i)** The minimum period of engagement of a casual Employee is four (4) hours per ordinary shift.
- (ii)** In order to meet their personal circumstances a casual Employee may request, and the Employer may agree to an engagement for no less than three (3) consecutive hours per ordinary shift. The agreement reached must be recorded by the Employer on the Employee's time and wages record.

(c) Payment

- (i)** Casual Employees will be paid an amount equal to 1/38th of the weekly wage rate for their classification per hour plus a 25% loading.
- (ii)** The provisions of clause 20 (Termination of Employment), clause 49 (Annual Leave), and clause 51 (Personal Leave) except in so far as

it expressly applies to casual Employees, will not apply in the case of a casual Employee.

- (iii) The list in subclause 16.3(c)(ii) is not intended to be exhaustive and relevant clauses should be referred to in order to determine any casual entitlement.

16.4 Casual Conversion

(a) Employer Offers

- (i) Subject to subclause 16.4(b), in accordance with the NES an Employer must make an offer to a casual Employee under this subclause if:
 - A. the casual Employee has worked shifts for the Employer for a period of 12 months beginning the day the employment started; and
 - B. during at least the last six (6) months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).
- (ii) The Employer's offer under subclause 16.4(a)(i) must:
 - A. be in writing; and
 - B. be an offer for the Employee to convert:
 - (1) for an Employee that has worked the equivalent of full-time hours during the period referred to in subclause 16.4(a)(i) – to full-time employment; or
 - (2) for an Employee that has worked less than the equivalent of full-time hours during the period referred to in subclause 16.4(a)(i) – to part-time employment that is consistent with the regular pattern of hours worked during that period;
 - C. be given to the Employee within 21 days after the end of the 12-month period referred to in subclause 16.4(a)(i)A.

(b) When Employer Offers Not Required

- (i) An Employer is not required to make an offer under subclause 16.4(a) to a casual Employee if:
 - A. there are reasonable grounds not to make that offer; and
 - B. the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- (ii) Without limiting subclause 16.4(b)(i), reasonable grounds for deciding not to make an offer include the following:
 - A. the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer, such as

where a casual Employee works shifts replacing an employee absence;

- B. the hours of work which the Employee is required to perform will be significantly reduced in that period;
- C. there will be a significant change in either or both of the following in that period:
 - (1) the days on which the Employee's hours of work are required to be performed;
 - (2) the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period;

- D. making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

(iii) The Employer must give written notice to a casual Employee in accordance with subclause 16.4(b)(iv) if:

- A. the Employer decides under subclause 16.4(b)(i) not to make an offer to the Employee; or
- B. the Employee has been employed by the Employer for the 12-month period referred to in subclause 16.4(a)(i)A but does not meet the requirement referred to in subclause 16.4(a)(i)B.

(iv) The notice must:

- A. advise the Employee that the Employer is not making an offer under subclause 16.4(a); and
- B. include the details of the reasons for not making the offer (including any grounds on which the Employer has decided to not make the offer); and
- C. be given to the Employee within 21 days after the end of the 12-month period referred to in subclause 16.4(a)(i)A.

(c) Employee Response

- (i) The Employee must give the Employer a written response to the offer made under subclause 16.4(a)(i) within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer.
- (ii) If the Employee fails to give the Employer a written response in accordance with subclause 16.4(c)(i) the Employee is taken to have declined the offer.

(d) Acceptances of Offers

- (i) If the Employee accepts the offer, the Employer must, within 21 days after the day the acceptance is given to the Employer, give written notice to the Employee of the following:

- A. whether the Employee is converting to full-time employment or part-time employment;
 - B. the Employee's hours of work after the conversion takes effect;
 - C. the day the Employee's conversion to full-time or part-time employment takes effect.
- (ii) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 16.4(d)(i)A-C before giving the notice.
 - (iii) The day specified for the purposes of subclause 16.4(d)(i)C must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.

(e) Employee Requests

- (i) A casual Employee may make a request of an Employer under this clause if:
 - A. the Employee has been employed by the Employer for a period of at least six (6) months beginning the day the employment started;
 - B. the Employee has, in the period of six (6) months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or part-time Employee (as the case may be); and
 - C. all of the following apply:
 - (1) the Employee has not, at any time during the period referred to in subclause 16.4(e)(i)B, refused an offer made to the Employee under subclause 16.4(a);
 - (2) the Employer has not, at any time during that period, given the Employee a notice in accordance with subclause 16.4(b)(iii)A;
 - (3) the Employer has not, at any time during that period, given a response to the Employee under subclause 16.4(f) refusing a previous request made under this clause;
 - (4) the request is not made during the period of 21 days after the period referred to in subclause 16.4(a)(i)A.
 - D. The request must:
 - (1) be in writing;
 - (2) be a request for the Employee to convert:
 - a. for an Employee that has worked the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in subclause 16.4(a)(i)B – to full-time employment; or

- b. for an Employee that has worked less than the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in subclause 16.4(a)(i)B – to part-time employment that is consistent with the regular pattern of hours or shifts worked during that period; and

(3) be given to the Employer.

(f) Employer Must Give a Response

The Employer must give the Employee a written response to the request made under subclause 16.4(e) within 21 days after the request is given to the Employer, stating whether the Employer grants or refuses the request.

(g) Refusals of Requests

(i) The Employer must not refuse the request unless:

- A. the Employer has consulted the Employee;
- B. there are reasonable grounds the refuse the request; and
- C. the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.

(ii) Without limiting subclause 16.4(g)(i)B, reasonable grounds for refusing a request include the following:

- A. it would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed as a full-time Employee or part-time Employee;
- B. the Employee's position will cease to exist in the period of 12 months after giving the request;
- C. the hours of work which the Employee is required to perform will be significantly reduced in the period of 12 months after giving the request;
- D. there will be a significant change in either or both of the following in the period of 12 months after giving the request:
 - (1) the days on which the Employee's hours of work are required to be performed;
 - (2) the times at which the Employee's hours of work are required to be performed;
- E. which cannot be accommodated within the days or times the Employee is available to work during that period;
- F. granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory

(iii) If the Employer refuses the request, the written response under clause 16.4(f) must include details of the reasons for the refusal.

(h) Grants of Requests

- (i) If the Employer grants the request, the Employer must, within 21 days after the day the request is given to the Employer, give written notice to the Employee of the following:
 - A. whether the Employee is converting to full-time employment or part-time employment;
 - B. the Employee's pattern of hours or shifts after the conversion takes effect;
 - C. the day the Employee's conversion to full-time or part-time employment takes effect
- (ii) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclauses 16.4(h)(i)A-C before giving the notice.
- (iii) The day specified for the purposes of subclause 16.4(h)(i)C must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.
- (iv) To avoid doubt, the notice may be included in the written response under clause 16.4(f).

(i) Effect of Conversion

- (i) An Employee is taken, on and after the day specified in a notice for the purposes of subclauses 16.4(d)(i)C and 16.4(h)(i)C to be a full-time Employee or a part-time Employee of the Employer.
- (ii) Casual loading will cease and any benefits relating to permanent employment will commence on the day specified in a notice for the purposes of clauses 16.4(d)(i)C and 16.4(h)(i)C.

17. Apprentices

17.1 Definitions

For the purpose of this clause 17, the following definitions apply:

- (a) **Apprentice** includes a trainee apprentice.
- (b) **Training Agreement** includes the contract of apprenticeship, training agreement or indenture.
- (c) **Lost Time** means:
 - (i) subject to any relevant State or Territory law, the Apprentice will, for every day of absence from their work during any year of the term without the consent of the Employer, serve one day at the end of the calendar period of any year of their apprenticeship if required to do so by the Employer.
 - (ii) The calendar period of the next succeeding year of their apprenticeship will not begin until the additional day(s) have been served.

- (iii) In calculating the extra time to be served the Apprentice will be credited with time which they have worked during the relevant years in excess of their ordinary hours of service.

17.2 The parties are agreed that the employment of Apprentices shall be encouraged, having regard to the composition of trade occupations at individual sites.

17.3 The terms of this Agreement apply to Apprentices, including adult Apprentices, except where otherwise stated.

17.4 An Apprentice may be engaged under a Training Agreement approved by the Victorian training authority with the responsibility for the apprenticeship.

17.5 Operation of State Laws

- (a) 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.
- (b) 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.

17.6 Apprentice Conditions of Employment

(a) Period of Apprenticeship

The nominal period of the apprenticeship is four (4) years, however, this period may be varied as follows:

- (i) to make up for Lost Time;
- (ii) with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired; and/or
- (iii) to recognise completion in a shorter period as recognised by the relevant State Government authority.

(b) Cancellation or Suspension of Training Agreement

Subject to the requirements of the Training Agreement, State legislation and the apprenticeship authority, a Training Agreement may be suspended or cancelled by the mutual consent of the parties or, if through lack of orders or financial difficulties, the Employer is unable to find suitable employment for an Apprentice and a transfer to another employer cannot be arranged.

(c) Transfer of Training Agreement

- (i) An Apprentice may, with the consent of the parties to the Training Agreement, transfer their training agreement to another employer.
- (ii) Irrespective of the number of different employers taking the apprentice for a term, all terms will be regarded as:
 - A.** one continuous term; and

- B.** the later or latest employer will accept the Apprentice at the position the Apprentice occupied under their Training Agreement at the last date they were with their immediate former employer.

(d) Hours

The ordinary hours of employment of Apprentices will not exceed 38 hours.

(e) Restrictions for Apprentices in Certain Circumstances

- (i)** No Apprentice under the age of 18 years will be required to work overtime or shift work unless the Employee chooses to do so.
- (ii)** No Apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at the training provider, as required by any statute, agreement or regulation applicable to them.

(f) Apprentice Training

- (i)** The Employer must provide training and/or access to training consistent with the Training Agreement without loss of pay.
- (ii)** Time spent by an Apprentice in attending any training and assessment specified in, or associated with, the Training Agreement is to be regarded as time worked for the purposes of calculating the Apprentice's wages and determining the Apprentice's employment conditions.

(g) Training Fees and Textbooks

- (i)** Any costs associated with all fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred by an Employee in connection with training specified in, or associated with, the Training Agreement must be reimbursed to the Employee within:
 - A.** six (6) months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or
 - B.** three (3) months of the registered training organisation commencing training,whichever is the later, unless there is unsatisfactory progress.
- (ii)** An Employer may meet its obligations under subclause 17.6(g)(i) by paying any fees and/or cost of textbooks directly to the training provider.

(h) Travel Payment for Block Release Training

- (i)** Where an Apprentice is required to attend block release training for training identified in or associated with their Training Agreement, and such training requires an overnight stay, the Employer must pay for the excess reasonable travel costs incurred by the Apprentice in the course of travelling to and from such training. This subclause will not apply where the Apprentice could attend an alternate training provider and the use of the more distant training provider is not agreed between the Employer and the Apprentice.

- (ii) For the purposes of clause 17.6(h)(i), excess reasonable travel costs includes:
 - A. the total cost of reasonable transportation (including transportation of tools where required),
 - B. accommodation costs incurred while travelling (where necessary), and
 - C. reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- (iii) For the purposes of subclause 17.6(h)(i), excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iv) The amount payable by an Employer under subclause 17.6(h)(i), may be reduced by an amount the Apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an Apprentice has either received such assistance or their Employer has advised them in writing of the availability of such assistance.

17.7 Apprentice Rates of Pay

- (a) The minimum weekly rate to be paid to Apprentices will be the following percentages of the Level 3 classification (**Appendix 4** Section B subclause 1.2) and no Apprentice is to work under a system of payment by results:

Stage	Apprentice has not completed year 12	Apprentice has completed year 12	Adult Apprentice
1	50	55	80
2	60	65	86
3	75	75	88
4	88	92	92

(b) Adult Apprentices

- (i) For the purpose of this Agreement, **adult Apprentice** means a person of 21 years of age or over at the time of entering into a Training Agreement.
- (ii) Where a person was employed by an Employer prior to becoming an adult Apprentice with that Employer, such person will not suffer a reduction in the rate of pay as a result of entering into a Training Agreement.
- (iii) For the purpose only of fixing a rate of pay, the adult Apprentice will continue to receive the rate of pay that is from time to time applicable to the classification specified in **Appendix 2** in which the adult Apprentice was engaged immediately prior to entering into the Training Agreement with the Employer.

- (iv) Subject to subclause 17.7(b)(ii) and (iii), the minimum rate of pay of an adult Apprentice will be the rate prescribed by subclause 17.7(a) for the relevant year of the apprenticeship.

17.8 School-Based Apprentices

- (a) A school-based Apprentice is a person who is undertaking an apprenticeship while also undertaking a course of secondary education.
- (b) For provisions applying to school-based apprentices, see **Appendix 5 – School-Based Apprentices**.

18. Unapprenticed Juniors

18.1 Unapprenticed juniors employed in occupations for which apprenticeship is not provided, shall be paid a minimum weekly rate of the following percentages of the Level 1 classification (**Appendix 4** Section B subclause 1.2):

Age	%
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

18.2 A junior Employee of 18 years of age or more shall be paid an additional 34 cents per week while they are employed as a furnaceman or assistant to a furnaceman.

19. Supported Wage System

For Employees who because of the effects of a disability are eligible for a supported wage, see **Appendix 6 – Supported Wage System**.

20. Termination of Employment

20.1 Notice of Termination by Employer

- (a) The Employer must not terminate an Employee’s employment unless they have given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).

(b) Amount of Notice

- (i) In order to terminate the employment of a full-time or part-time Employee who is not an apprentice, the Employer shall give to the Employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
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

- (ii) An apprentice may be terminated by giving notice of two (2) weeks' or as outlined at subclause 20.1(b)(i), whichever is the greater.
 - (iii) In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service are entitled to an additional week's notice.
- (c) Where an Employer has given notice of termination to an Employee, an Employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Employer.
- (d) The period of notice in this clause does not apply:
- (i) in the case of dismissal for serious misconduct;
 - (ii) to Employees engaged for a specific period of time or for a specified task or tasks;
 - (iii) 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
 - (iv) to casual Employees;
- (e) Despite subclause 20.1(d), apprentices who are engaged for a specific period of time shall, once the apprenticeship is completed and provided the apprentices' services are retained, have all service including the training period counted in determining entitlements. In the event that an apprentice is terminated at the end of their apprenticeship and is re-engaged by the same employer within six (6) months of such termination the period of apprenticeship shall be counted as service in determining any future termination.
- (f) **Payment in Lieu of Notice**
- (i) 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.
 - (ii) 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;

20.2 Notice of Termination by an Employee

- (a) 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.
- (b) If the Employee fails to give the notice specified in subclause 20.2(a) and the Employee is over 18 years of age, the Employer has the right to withhold wages due to the Employee to a maximum amount of one (1) week.

21. Redundancy and Associated Entitlements

21.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 21.1);
- (b) Definitions (subclause 21.2);
- (c) Redeployment (subclause 21.3);
- (d) Support to Affected Employees (subclause 21.4);
- (e) Salary maintenance (subclause 21.5);
- (f) Relocation (subclause 21.6);
- (g) Employee leaving during redundancy notice period (subclause 21.7);
- (h) Employment terminates due to redundancy (subclause 21.8); and
- (i) Exception to application of Victorian Government's policy with respect to severance pay (subclause 21.9).

21.2 Definitions

- (a) **Affected Employee** for this clause 21 means an Employee whose role will be redundant, except apprentices.
- (b) **Comparable Role** means an ongoing role that:
 - (i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and
 - (ii) is any of the following:
 - A. a position that the Affected Employee is qualified to undertake; or
 - B. a position that with the reasonable support described at 21.3(g), the Affected Employee could undertake; and
 - (iii) is the same level as the Affected Employee's redundant position;

- (iv) takes into account the number of ordinary hours normally worked by the Affected Employee;
 - (v) is a Reasonable Distance from the Affected Employee's current work location;
 - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
 - (vii) takes account of health and safety considerations.
- (c) **Consultation** is as defined at subclause 13.2(a) of this Agreement.
- (d) **Continuity of Service** means that the service of the Employee is treated as unbroken. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- (e) **Reasonable Distance** means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel, additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by their Employer.
- (f) **Redeployment Period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 13 is complete and that the redeployment period has begun.
- (g) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.
- (h) **Relocation** means an Affected Employee is required to move to a different work site as a result of an organisational change on either a temporary or permanent basis.
- (i) **Salary Maintenance** means an amount representing the difference between what the Affected Employee was normally paid immediately prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.

21.3 Redeployment

- (a) An Affected Employee whose role will be redundant will be considered for redeployment during the Redeployment Period.
- (b) **Employee to be advised in writing**
- The Affected Employee must be advised in writing of:
- (i) the date the Affected Employee's role is to be redundant;
 - (ii) details of the redeployment process;
 - (iii) the reasonable support that will be provided in accordance with subclause 21.3(g); and
 - (iv) the Affected Employee's rights and obligations.

(c) Employer Obligations

The Employer will:

- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, level and income, including appointing a case manager to provide the Affected Employee with support and assistance; and
- (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities.

(d) Employee Obligations

The Employee must actively participate in the redeployment process including:

- (i) identifying appropriate retraining needs;
- (ii) developing a resume/CV to assist in securing redeployment; and/or
- (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

(e) Rejecting a Comparable Role

Where an Affected Employee rejects an offer of redeployment to a Comparable Role, the Affected Employee may be ineligible for a departure package referred to at subclause 21.8.

(f) Temporary Alternative Duties

An Affected Employee awaiting redeployment may be transferred to temporary alternative duties within the same campus, or where part of the Employee's existing employment conditions (or by agreement) at another campus. Such temporary duties will be in accordance with the Affected Employee's skills, experience and occupation.

(g) Support for Redeployment

For an available role to be considered a Comparable Role, the Employer must provide the reasonable support necessary for the Affected Employee to perform the role which may include:

- (i) training relevant to the area or environment of the role into which the Affected Employee is to be redeployed;
- (ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;
- (iii) support from educational staff in the work environment; and/or
- (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) Where No Redeployment Available

If at any time during the Redeployment Period it is agreed that it is unlikely that the Affected Employee will be successfully redeployed, the Affected Employee may accept a redundancy package. Where this occurs, the

Affected Employee will be entitled to an additional payment of the lesser of 13 weeks or the remaining Redeployment Period.

(i) Non-Comparable Role

An Affected Employee may agree to be redeployed to a role that is not a Comparable Role.

21.4 Support to Affected Employees

The Employer will provide Affected Employees whose position has been declared redundant with support and assistance which will include, where relevant:

- (a)** counselling and support services;
- (b)** retraining;
- (c)** preparation of job applications;
- (d)** interview coaching;
- (e)** time off to attend job interviews; and
- (f)** funding of independent financial advice for employees eligible to receive a separation package.

21.5 Salary Maintenance

(a) Entitlement to Salary Maintenance

An Affected Employee who is successfully redeployed will be entitled to Salary Maintenance where the Affected Employee's pay is reduced because the new role:

- (i)** is a lower level;
- (ii)** involves working fewer hours; and/or
- (iii)** removes eligibility for penalties, loadings and the like.

(b) Period of Salary Maintenance

Salary Maintenance will be for a period of 52 weeks from the date the Affected Employee is redeployed except where the Affected Employee:

- (i)** accepts another position within the Salary Maintenance period; and
- (ii)** is paid in the other position an amount equal to or greater than the role that was made redundant.

(c) Preservation of Accrued Leave

An Affected Employee entitled to Salary Maintenance will have their long service leave, annual leave and personal leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment.

21.6 Relocation

(a) Employer to Advise in Writing of Relocation

- (i)** As soon as practicable but no less than seven (7) days after a decision is made by the Employer to temporarily or permanently relocate an Affected Employee, the Employer will advise the Affected

Employee in writing of the decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee.

(ii) In addition, the Employer will:

- A. ensure the relocation is a Reasonable Distance, unless otherwise agreed;
- B. ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation; and
- C. consult with the Union/s regarding the content of such information.

(b) Entitlement to Relocation Allowance

An Affected Employee is entitled to a relocation allowance where permanent or temporary relocation results in additional cost to the Affected Employee for travel and/or other expenses.

(c) Employee to Provide Written Estimate

The Affected Employee must make a written application to the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

(d) Payment

- (i) The Employer will pay the Affected Employee a relocation allowance up to \$1900.00 based on the written estimate of the Affected Employee referred to at 21.6(c) where the Employer accepts that estimate represents the additional cost to the Affected Employee. The allowance shall be paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance.
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 14 – Dispute Resolution Procedure.

(e) Exceptions

An Affected Employee is not entitled to the relocation allowance if the site or campus to which the Affected Employee is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.

(f) Fixed Term Employees Not Excluded

An Affected Employee on a fixed term contract who is relocated will be covered by the terms of this clause for the duration of the fixed term contract.

21.7 Employee Leaving During Redundancy Notice Period

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in clause 20.1 of this Agreement.

- (b) The Employee will remain entitled to receive the severance benefits they would have received under clause 21.8 had they remained in employment until the expiry of the notice.
- (c) However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

21.8 Employment Terminates Due to Redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of redundancy are set out in the *Public Sector Industrial Relations Policies 2015* (or its successor). The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

21.9 Exception to Application of Victorian Government's Policy with Respect to Severance Pay

Where the Affected Employee's Employer secures a Comparable Role with another Employer covered by this Agreement, which:

- (a) is within a Reasonable Distance of the work site of the redundant position; and
- (b) provides Continuity of Service; and
- (c) where the Comparable Role results in a loss of income, Salary Maintenance at subclause 21.5 will apply; and
- (d) where relevant, consistent with the financial and other support provided to an internal redeployee,

the Employee will be considered successfully redeployed as though the employment was with the same Employer and no severance pay will apply.

22. Transition to Retirement

22.1 An Employee may advise their Employer in writing of their intention to retire within the next five (5) years and participate in a retirement transition arrangement.

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

- (a) a flexible working arrangement (see clause 73),
- (b) in writing between the parties, or
- (c) any combination of the above.

22.3 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.

22.4 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.

22.5 Ending a Transition to Retirement Arrangement

Where an Employee wishes to end a transition to retirement arrangement in a manner other than as provided in the written arrangement at subclause 22.2 itself (such as reverting back to the Employee's pre-transition position), this can occur by agreement between the Employee and the Employer, save that the Employer will not unreasonably withhold agreement.

PART 4 – WAGES AND RELATED MATTERS

23. Wages and Allowances

23.1 The wages and allowances provided for by this Agreement are set out in **Appendix 2** and **Appendix 3**, including applicable increases.

23.2 The rates set out in **Appendix 2** and **Appendix 3**, of this Agreement include the following adjustments to the rates of pay introduced by the new classification structure outlined in **Appendix 4**:

- (a) 3.00% backdated to the FFPPOOA 1 September 2023;
- (b) 3.00% effective from the FFPPOOA 1 September 2024;
- (c) 3.00% effective from the FFPPOOA 1 September 2025; and
- (d) 3.00% effective from the FFPPOOA 1 September 2026.

23.3 The above rates of pay will only come into operation on the approval of this Agreement by the FWC in accordance with the Act (e.g. back payment to FFPPOOA 1 September 2023 will only be payable after the Agreement is approved by the FWC).

23.4 Absorption

(a) Over-Agreement Rates of Pay

- (i) The parties acknowledge Employees employed under the 2017 Agreement may be in receipt of over-agreement rates of pay.
- (ii) In the transition to the new classification structure (as prescribed by subclause 71.5), existing payments which are in excess of that prescribed by the 2017 Agreement may be absorbed into the rates set out in **Appendix 4** of this Agreement.
- (iii) Where an Employee receives existing payments that are in excess of the rates set out in **Appendix 4** of this Agreement after the transition to the new classification structure, the wage adjustments at sub-clause 23.2 will be applied to their contract rate of pay.

(b) Allowances

- (i) This Agreement absorbs a range of allowances which apply in the underpinning Modern Awards. It is recognised that different Employees receive differing types and quanta of allowances under those Modern Awards.
- (ii) The minimum rates outlined at **Appendix 2**, have taken into account the differing levels of allowances payable under the Modern Awards, but absorbed in this Agreement.

23.5 Lump Sum Payments

This subclause applies to full-time and part-time Employees. It does not apply to casual Employees.

- (a) Full-time Employees will be entitled to lump-sum payments in accordance with the following table:

Payment Amount	Eligibility Date
\$2,000	FFPPOOA Commencement of Agreement
\$2,000	FFPPOOA 1 December 2026

- (b) The payment amounts at subclause 23.5(a) will be paid pro rata for part-time Employees.

24. Payment of Wages

24.1 Wages will be paid weekly or fortnightly into the Employee's nominated bank account by electronic funds transfer at a recognised financial institution, or other method determined by mutual agreement.

24.2 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 and allowances authorised by law and by the Employee, the Employee name and classification, the period the pay relates to and the date of payment, the hourly rate of pay, any loadings paid, the amount of superannuation contribution made on behalf of the Employee and the net amount paid to the Employee in accordance with the Act and its regulations. To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal leave.

24.3 Payment on Termination

(a) Where an Employee's employment has been terminated by the Employer with notice, payment of all wages and other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.

(b) Where an Employee's employment has been terminated by the Employer without notice, payment of all wages and other monies owing to the Employee will be made to the Employee within two (2) business days of termination of employment.

(c) When an Employee terminates their employment, payment of all wages and other monies owing to an Employee will be made as soon as practicable but not later than the ordinary pay day following the end of employment.

(d) Additional Provisions for Plumbing Industry Employees

(i) Where subclauses 24.3(a) or (b) apply, time spent waiting beyond the final day of work or within 2 business days of termination (as the case may be) will be paid at ordinary rates as 8 hours pay per day up to a maximum of one week's pay.

(ii) Where subclause 24.3(c) applies, time spent waiting beyond the ordinary pay day following the end of employment will be paid at ordinary rates as 8 hours pay per day up to a maximum of one week's pay;

25. Superannuation

The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions.

25.1 Definitions

(a) In this clause:

- (i) **Default Fund** means the Aware Super superannuation fund (or its successor) while it provides a "MySuper product" as defined by the Act.
- (ii) **Preferred Superannuation Fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (iii) **Employer Contributions** means the minimum superannuation contributions made by the Employer in accordance with the relevant legislation.
- (iv) **Employee Contributions** means any additional superannuation contributions above the Employer Contributions.

25.2 Existing Employees

Employees will have the choice to nominate that the Employer Contributions and their Employee Contributions are made to the Employee's Preferred Superannuation Fund.

25.3 New Employees

The Employer will offer to make superannuation contributions on behalf of an Employee to:

- (a) the Employee's Preferred Superannuation Fund; or;
- (b) Aware Super superannuation funds (or successor); or,
- (c) HESTA (or successor); or
- (d) CBUS (or successor); or
- (e) Australian Super (or successor).

25.4 Where New Employee Does Not Nominate Fund

If the Employee does not nominate a fund, the Employer will pay the Employee's superannuation contributions to either:

- (a) the Employee's stapled fund, or, if the Employee does not have a stapled fund,
- (b) the Default Fund.

25.5 Calculation of Superannuation Contributions

Superannuation contributions paid by the Employer will be calculated and paid on:

- (a) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre salary packaging earnings, and
- (b) any additional amounts consistent with the trust deed of the superannuation fund; and
- (c) any payment for a period of paid parental leave under clause 58.6 until the FFPPOOA 22 August 2023, after which superannuation shall be paid on parental leave (paid and unpaid) in accordance with subclause 25.7.

25.6 Frequency of Contributions

From the commencement of this Agreement, the Employer will make superannuation contributions to the superannuation fund nominated by Employees covered by this Agreement on a monthly basis (each four weeks).

25.7 Superannuation During Parental Leave

- (a) From the FFPPOOA 22 August 2023, the Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid.
- (b) Such contributions will be calculated as follows:
 - (i) The Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (**Weekly Parental Leave Super Contribution**);
 - (ii) The Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:
 - A. the Employee will receive a pro rata payment for a period less than one week; and
 - B. where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under subclause 23.2, the Employee's pre salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

25.8 Voluntary Employee Contributions

- (a) In addition to the compulsory contributions made by the Employer, an Employee may request in writing that an Employer pay Employee Contributions on their behalf of a specified amount from their post-taxation pay.
- (b) An Employee may adjust the amount the Employer authorises the Employer to pay from their wages from the first of the month following the giving of three (3) months' written notice to the Employer.

- (c) The Employer must pay the amount authorised under subclauses 25.8(a) or (b) no later than 28 days after the end of the month in which the authorised deduction was made.

26. Salary Packaging

- 26.1 An Employee may elect to salary package their current salary specified in accordance with the Employer's policy.
- 26.2 The Employee will compensate the Employer from within their salary, for any Fringe Benefits Tax (FBT) incurred as a consequence of the Employee's salary packaging arrangement. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.
- 26.3 The Employee may elect to convert the amount packaged to salary for any reason, including where salary packaging ceases to be an advantage to the Employee because of subsequent changes to FBT legislation. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- 26.4 The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- 26.5 Employees who are considering salary packaging should seek independent financial advice. The Employer will not be responsible for the cost or outcome of any such advice.
- 26.6 Employer contributions (as defined at subclause 25.1(a)(iii)) into an approved superannuation fund will be calculated on the Employee's pre-packaged rate of pay.

27. Accident Pay

- 27.1 An Employer will be required to pay, and an Employee will be entitled to receive, accident pay in accordance with this clause 27.

27.2 Definitions

For the purposes of this clause, **Injury** means any physical or mental injury within the meaning of the WIRC Act and no Injury will give rise to an entitlement to accident pay under this clause unless an entitlement exists under the WIRC Act.

27.3 Accident Pay – Total Incapacity

Where an Employee is, or is determined to be, totally incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of an amount representing the difference between:

- (a) the total amount of compensation, including allowances, paid to the Employee during the period of incapacity under the WIRC Act for the week; and

- (b) the total weekly wage rate, as varied from time to time, and any over Agreement payment being paid to the Employee at the date of the Injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the Employer will not be taken into account.

27.4 Accident Pay - Partial Incapacity

Where an Employee is partially incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of amount representing the difference between:

- (a) the total amount of compensation paid to the Employee during the period of incapacity under the WIRC Act for the week together with the average weekly amount they are earning;
- (b) the total weekly wage rate, as varied from time to time, and any weekly over Agreement payment being paid to the Employee at the date of the Injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the Employer will not be taken into account.

27.5 Payment for Part of a Week

Where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee will receive pro rata accident pay for that part of the week.

27.6 Qualifications for Payment

- (a) Subject to the terms of this clause, an Employee covered by the Agreement will, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the WIRC Act, be paid accident pay by their Employer who is liable to pay compensation under the WIRC Act, which liability may be discharged by another person on behalf of the Employer, provided that:
 - (i) Accident pay will not apply to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond the first two (2) weeks and then, subject to subclause 27.6(b) and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first two (2) weeks.
 - (ii) Accident pay will only be payable to an Employee whilst that Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the WIRC Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative employment is available with another Employer then the relevant amount of accident pay will still be payable.

Where there is a cessation or redemption of weekly compensation payments under the WIRC Act, the Employer's liability to pay accident pay will cease as from the date of such cessation or redemption.

27.12 Civil Damages

- (a) An Employee receiving or who has received accident pay will advise their Employer of any action they may institute or any claim they make for damages. Further, the Employee will, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that Injury.
- (b) Where an Employee obtains a judgement or settlement for damages in respect of an Injury for which they have received accident pay the Employers liability to pay accident pay will cease from the date of such judgement or settlement, provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the Employee will pay to the Employer any amount of accident pay already received in respect of that Injury by which the judgement or settlement has not been so reduced.
- (c) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an Injury for which he or she has received accident pay, the Employers liability to pay accident pay will cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the Employee will pay to the Employer any amount of accident pay already received in respect of that Injury by which the judgement or settlement has not been so reduced.

27.13 Insurance Against Liability

Nothing in this Agreement will require an Employer to insure against liability for accident pay.

27.14 Variations in Compensation Rates

Any changes in compensation rates under the WIRC Act will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

27.15 Death of an Employee

All rights to accident pay will cease on the death of an Employee.

PART 5 – ALLOWANCES AND REIMBURSEMENTS

28. Allowances / Special Rates and Salary

28.1 The weekly rates of pay outlined in **Appendix 2** of the Agreement are inclusive of the following allowances and special rates as prescribed by the 2017 Agreement:

- (a) Tool allowance for Plumbing Industry, Metal Industry and Joinery and Building Trades Products Industry Employees (note the requirements in respect to tools are specified in clause 32);
- (b) Registration Allowance for Plumbing Industry Employees;
- (c) Certificate Allowance for Metal Industry Employees;
- (d) Disability Allowance for Joinery and Building Trades Products Industry Employees (note the relevant disabilities are specified in clause 34);
- (e) Licence Allowance Electrical Tradesman for Metal Industry Employees;
- (f) Enterprise Flexibility Payment;
- (g) SIPS payments for Metal Industry and Engine Drivers & Firemen Industry Employees; and
- (h) Previous pay increments based upon years of service.

29. Allowances Related to Overtime and On-call

29.1 Meal Allowance – Metal Industry Employees

(a) Entitlement to Meal Allowance – Other Than Sundays

- (i) Except as provided at subclause 29.1(a)(iv) , an Employee will be paid the meal allowance specified at **Appendix 3** where the Employee works more than one and a half (1.5) hours of overtime at the end of an ordinary shift; and/or
- (ii) After each four (4) hours of overtime worked, the Employee will be paid the meal allowance specified at **Appendix 3**, which is in addition to the meal allowance specified in subclause 29.1(a)(i).
- (iii) If an Employee has been notified that they will be working overtime and has provided a meal or meals but is not required to work overtime or is required to work less overtime than the amount advised, the Employee will still be paid the meal allowance.

(iv) Exception

An Employee will not be entitled to a meal allowance pursuant to subclause 29.1(a)(i) or (ii) above where a meal is supplied to the Employee at the Employer's expense.

(b) Entitlement to Meal Allowance – Sundays

- (i) 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 **Appendix 3** for the meal taken during each rest 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.

- (ii) 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 amount prescribed in **Appendix 3** for meals which they have provided but which are surplus.

29.2 On-call

(a) Roster

On-call must be identified in the roster including whether it is General On-call at subclause 29.2(b)(i) or Occasional On-call at subclause 29.2(b)(ii).

(b) Types of On-call

(i) General On-call

General on-call means an on-call period where the Employee is required to hold themselves in readiness after ordinary hours to:

- A. undertake remote recall; that is, provide advice without a return to the workplace (such as by telephone); and/or
- B. be recalled to the workplace.

(ii) Occasional On-call – Metal Industry Employees Only

- A. Occasional on-call applies if there is not a custom prevailing at the workplace for Employee's to regularly hold themselves in readiness to work after ordinary hours.
- B. **Custom prevailing** means that on-call is a routine, regular and expected part of the work.
- C. The existence of a custom shall not operate to relieve an Employer from paying a refrigeration serviceman the rate prescribed by subclause 29.2(c)(ii) for Occasional on-call.

Example 1: As part of an Employee's role, they participate in a rotating weekly on-call roster. For the week the Employee is on-call, they are paid the general on-call allowances and per the recall – return to workplace (call back) provisions if they are required to return to the workplace and perform overtime.

Example 2: As part of an Employee's role, they participate in a rotating weekly on-call roster. They are on-call for the first week of every month. Another Employee is on unplanned personal leave and will not be able to participate in the on-call roster. The Employee agrees to cover the absent Employee's on-call period and works the first and third week of

the on-call roster for that month. They will be paid the general on-call allowances and not occasional on-call for each week they are on-call.

Example 3: A group of Employees participate in a rotating on-call roster to provide out of hours coverage for their Health Service. An Employee who does not participate in the on-call roster has a specialised skill that is required for a particular job, and they are required to be on-call after their ordinary hours in readiness to be recalled. The Employee will be entitled to occasional on-call for this ad hoc on-call period.

(iii) General Availability

- A. Where an Employee who was not rostered on General On-call or Occasional On-call is requested to fulfil the duties of General On-call or Occasional On-call (including Recall – Without Return to the Workplace), the Employee shall be paid the applicable allowance as if they were rostered on General On-call or Occasional On-call.
- B. An Employee who is not rostered on General On-call or Occasional On-call shall only take on the duties on a mutually agreed basis; an Employee cannot be coerced to undertake a recall to duty.

(c) On-call Allowance

(i) General On-call

- A. The 'Monday to Friday' on-call allowance at **Appendix 3** will be paid to an Employee in respect of each period during which the Employee is on-call commencing from the time of finishing ordinary duty on Monday and finishing at the termination of ordinary duty on Friday.
- B. The 'Weekend' on-call allowance at **Appendix 3** will be paid to an Employee in respect of each period of 15 hours or part thereof during which the Employee is on-call commencing from the time of termination of ordinary duty on Friday and finishing at the commencement of ordinary duty on Monday.

(ii) Occasional On-call – Metal Industry Employees only

An Employee rostered on Occasional On-call must be paid an amount equivalent to their ordinary rate of pay from the time they are told to commence occasional on-call until the time they are released.

29.3 Telephone Allowance

- (a)** Where the Employer requires an Employee to purchase, install and/or maintain a telephone, whether it be a land-line or a mobile phone, for the purposes of being on-call the Employer will reimburse the purchase or installation costs and the subsequent rental charges or mobile phone charges on production of receipted accounts.

- (b) In lieu of paying an Employee the telephone allowance, an Employer may provide an Employee with a mobile phone for the purposes of being on-call and pay any costs and charges associated with it.

30. Leading Hand Allowance

- 30.1 The leading hand allowance outlined in **Appendix 3** of the Agreement is payable per week to Employees who are specifically appointed by the Employer to be a Leading Hand.
- 30.2 **Leading Hand** means an Employee required by the Employer to direct and/or supervise the work of other employees, or in the case of only one (1) employee, a requirement to direct and/or supervise the work of that employee.
- 30.3 Payment of the allowance is based on the number of persons under the Employee's direction/supervision.

31. Travelling, Relocation & Distant Work

31.1 Definitions

In this clause 31, the following definitions apply:

(a) **Base Employment Site** means:

(i) **For Plumbing Industry Employees –**

An Employer may determine its Base Employment Site by reference to one of the following options:

- 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 Radius from the relevant Post Office; or
- C. The local Post Office closest to the Employer's establishment or workshop beyond the Radius of the Post Offices listed above;

An Employer having selected a place as the Base Employment Site will not change that Base Employment Site without one (1) month's prior notice to each Employee;

(ii) **For Metal Industry Employees –** the Employee's accustomed workshop or depot.

- (b) **Site** means a hospital, campus, satellite site or any other job site.
- (c) **Distant Job** means a job where 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 their usual residence.
- (d) **Economy Return Fare** means the total cost of the most common method of public transport (including bus, aircraft, rail, with sleeping berths if necessary) between the Employee's residence and a Distant Job and return.

(e) Expenses means:

- (i)** all fares reasonably incurred.
- (ii)** reasonable expenses incurred while travelling including the amount prescribed by subclause 29.1 for each meal taken; and
- (iii)** a reasonable allowance to cover the cost incurred for board and lodging.

(f) The **Radius** will be 50 kilometres from the Base Employment Site.

31.2 Tollway Fees

- (a)** Any tollway fees reasonably incurred by an Employee when travelling on Employer business will be reimbursed by the Employer upon the production of appropriate evidence.
- (b)** An Employee will not be reimbursed tollways fees incurred travelling to and from work.

31.3 Travel - Plumbing Industry Employees

- (a)** When required by the Employer to work at a Site away from their Base Employment Site, Employees will:
 - (i)** start and/or cease work at the Site at the usual commencing and finishing times within which ordinary hours may be worked; and
 - (ii)** be paid the daily fares and travelling time allowances in accordance with the following table:

	Travel time	Fares Allowance
Employee is required to start or finish at the Site using own vehicle	Paid	Paid
Employee is required to start or finish at the Site using public transport	Paid	Paid
Employee is required to start or finish at the Site and is provided with or offered transport	Paid	Not paid
Employee is required to start and finish at their Base Employment Site	Not paid	Not paid
Employee is provided with or offered accommodation at Site	Not paid	Not paid
RDOs (where the employee normally receives standard fares and travelling allowances)	Paid	Paid
Annual leave	Not paid	Not paid

	Travel time	Fares Allowance
Public holidays	Not paid	Not paid
Personal leave	Not paid	Not paid

(b) The **Fares Allowance** will be \$9.72 per day.

(c) **Travel Time**

(i) If travelling **within the Radius**, an Employee will be paid a travel time allowance equivalent to 25% of the minimum hourly rate of the Employee's classification.

(ii) If travelling **beyond the Radius**:

A. the amount specified at 31.4(c)(i); and

B. an additional travel time allowance of either an amount equivalent to 25% of the minimum hourly rate of the Employee's classification or an amount equivalent to the actual time incurred in travelling the distance from the Radius to the other Site and the return from the other Site to the Radius, whichever is the greater; and

C. if using their own vehicle, an amount equivalent to \$0.39 per kilometre as reimbursement for the additional fuel costs incurred covering the combined distance from the Radius to the job site and return to the Radius.

Note: the actual time incurred in travelling is to be calculated by reference to a speed not exceeding the legal speed limit.

(d) **Transfer Between Job Sites During Working Hours**

(i) Employees transferred from one Site to another during ordinary working hours must be paid their ordinary rate of pay for the time occupied in travelling, and unless transported by the Employer, will be reimbursed all fares necessarily incurred between such Sites.

(ii) Where the Employer requests an Employee to use their own vehicle to effect such a transfer, and the Employee agrees to do so, the Employee will be paid a vehicle allowance calculated using the ATO cents per kilometre method for each kilometre travelled (currently 85 cents per kilometre).

(e) **Entitlement**

(i) Upon any day when an Employee in accordance with the Employer's requirements, reports for work or allocation of work and on the rostered day as prescribed by clause 40 (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.

- (ii) The allowances set out in clause 31 will not be taken into account in calculating overtime, penalty rates, annual or personal/carer's leave.

31.4 Travel - Metal Industry Employees

(a) Excess Travelling and Fares

An Employee required to start and/or finish work at Site away from the Employer's Base Employment Site must be paid:

- (i) 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 Base Employment Site, 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; and
- (ii) travelling time of:
 - A. the minimum hourly rate of the Employee's classification if travelling on Monday to Saturday, or
 - B. 150% of the minimum hourly rate of the Employee's classification if travelling on a Sunday or Public Holiday,for the additional time spent when compared to the Employee's travel to the Base Employment Site.

Note: The maximum travelling time to be paid for shall be 12 hours out of every 24 hours or when sleeping berth is provided by the Employer for all-night travel, eight (8) hours out of every 24 hours.

(b) Engagement of Labour

- (i) Subject to subclause 31.4(b)(ii), 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.
- (ii) 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.

(c) Relocation Involving Change of Residence

- (i) An Employee:
 - A. engaged in one locality to work in another; or
 - B. 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 in residence will be paid:
 - A. travelling time of:

(1) the minimum hourly rate of the Employee's classification if travelling on Monday to Saturday, or

(2) 150% of the minimum hourly rate of the Employee's classification if travelling on a Sunday or Public Holiday,

for a period not exceeding three (3) 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 (6) months; and

B. Expenses.

Note: payment of Expenses will cease after the Employee has taken up permanent residence or abode at the new location.

31.5 Living Away from Home / Distant Work

This subclause 31.5 does not apply to Apprentices in circumstances where subclause 17.6(h) applies.

(a) Where an Employee is directed by their Employer to proceed to a Distant Job and the Employee complies with such direction, the Employer will:

(i) provide the Employee with reasonable board and lodging or pay an allowance of \$700 per week of seven (7) days but such allowance will not be wages. Where the job is for less than a full working week the allowance will be \$100 per day. The foregoing allowances will be increased if the Employee satisfies the Employer that the Employee reasonably incurred a greater outlay than that prescribed; and

(ii) pay for an Economy Return Fare, and

(iii) all reasonably incurred expenses in respect to meals on the forward and return journey and transporting tools; and

(iv) pay the Employee travelling time at their ordinary rate of pay for the period incurred in travelling between their usual residence and the Distant Job on the forward journey, on the return journey and at the completion of the job on the return journey, save that an Employee is not required to travel outside their ordinary hours of work each day.

(b) An Employee dismissed for misconduct or incompetency within one week of commencing work on a Distant Job, or an Employee who terminates or discontinues their work within one month of commencing the Distant Job, is not entitled to:

(i) the amount of the Economy Return Fare; and

(ii) the travelling time payments prescribed by subclause 31.5(a)(iv).

(c) Subject to subclause 31.5(d), after two (2) months' continuous service on a Distant Job to which an Employee has been directed to attend, and thereafter at three (3) monthly periods of continuous service thereon, an Employee may return to their usual residence at a weekend.

(d) 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 to their usual residence after four (4) months' continuous service and if the Employee does so the Employee is entitled to two (2) days' leave with pay in addition

to the weekend. An Employee may also return to their usual residence after each further period of four (4) months' continuous service and in each case if the Employee does so the Employee is entitled to two (2) days' leave, of which one day must be paid.

- (e) An Employee who returns to their usual residence in accordance with subclauses 31.5(c) and 31.5(d) must be paid the Economy Return Fare and the paid leave on the pay day which immediately follows the date on which they return 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.
- (f) The entitlement in subclauses 31.5(c) and 31.5(d) must be taken as soon as reasonably practicable after it becomes due and lapses after a further period of two (2) months if the Employee has been notified in writing by the Employer of their entitlement and its expiry date in the week prior to the entitlement becoming due.
- (g) In special circumstances, and by agreement with the Employer, the entitlement in subclauses 31.5(c) and 31.5(d) may be granted earlier or taken later without altering the accrual of the entitlements.
- (h) The leave entitlements prescribed in subclauses 31.5(c) and 31.5(d) count as periods of service for all purposes of this Agreement.
- (i) An Employee who is provided with full board and lodging in accordance with subclause 31.5(a), who works ordinary hours as required on the day before and the day after a weekend, who notifies the Employer no later than Tuesday of each week of their intention to return to their usual residence at the weekend and who actually returns to their usual residence on the weekend must be paid an allowance of \$36.07 for each occasion.
- (j) If an Employer and an Employee agree in writing, the paid rostered day off as prescribed in clause 40 may be taken, and paid for, in conjunction with and additional to the return to usual residence leave as prescribed in subclauses 31.5(c) and 31.5(d), or at the end of the work on the Distant Job, or on termination, whichever comes first.

32. Tool Allowance

32.1 For Plumbing Industry Employees

- (a) The tool allowance is included in the base rates of pay prescribed in **Appendix 2** 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 subclauses 32.1(b), (c), (d) and (f);
- (b) 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.
- (c) 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.

(d) 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

(e) 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 them.

(f) 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, they 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.

32.2 For Metal Industry Employees

- (a)** The tool allowance is included in the base rates of pay prescribed in **Appendix 2** of this Agreement for supplying and maintaining tools ordinarily required in the performance of their work as tradesmen.
- (b)** Tradesmen and apprentices shall replace or pay for any tools supplied by their Employer if lost through their negligence.

32.3 For Joinery and Building Trades Products Industry Employees

Employees have had a tool allowance included in the base rates of pay prescribed in **Appendix 2** of this Agreement.

33. Registration Allowance - 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 **Appendix 2** to compensate for the responsibilities imposed by holding and maintaining registration.

34. Disability Allowance - Joinery and Building Trades Products Industry Employees

Employees have had included in their base rates of pay described in **Appendix 2** of this Agreement payment of a disability allowance in compensation for:

- 34.1** Climatic conditions when working in the open on all types of work.
- 34.2** The physical disadvantage of having to climb stairs or ladders.
- 34.3** The disability of dust blowing in the wind, brick dust and drippings from newly poured concrete.
- 34.4** Sloppy and muddy conditions associated with the initial stages of the erection of a building.
- 34.5** The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or bosun's chair.
- 34.6** The lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).

35. Consolidation of Allowances

- 35.1** Employers may negotiate a consolidation of the following allowances such that these allowances will be paid as a single payment to Employees:
 - (a)** Leading Hand Allowance (clause 30), and
 - (b)** On-call Allowance (subclause 29.2(c)).
- 35.2** Employers will not consolidate any allowances without prior agreement with Employees.
- 35.3** The Employer shall ensure a written record of any agreement made in relation to subclause 35.1 is retained on the Employee's personnel file.

36. Higher Duties

- 36.1** Subject to subclause 36.2, an Employee appointed for more than two (2) hours during one day or shift on duties carrying a higher minimum rate than the Employee's ordinary classification will be paid the higher minimum rate for the day or shift.
- 36.2** If so engaged for two (2) hours or less during one day or shift, the Employee will be paid the higher minimum rate for the time so worked.
- 36.3 Exception - Metal Industry Employees**

Subclause 36 and 36.2 shall not apply to an Employee performing the duties of an Employee of a higher classification who is absent on a rostered day off prescribed under clause 40 (Hours of Work) or clause 42 (Shiftwork) of the Agreement.

37. Licences

The Employer shall be responsible and pay all statutory authority charges where the Employer 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.

38. Employment Related Checks

38.1 Requirement to Obtain and Maintain Employment Related Checks

(a) Where an Employee is required to possess a valid:

- (i) Police Check/Certificate;
- (ii) Working with Children Check;
- (iii) NDIS Worker Screening Check; and/or
- (iv) other employment related check/certificate

in accordance with the relevant legislation, it is a condition of the Employee's employment that they are required to obtain and maintain their own valid employment related check/certificate.

(b) An Employer cannot require an Employee to pay for their own employment related checks (both prior to and during employment), including the checks/certificates listed at subclause 38.1(a)(i)-(iii), where it is not required by legislation for their role.

38.2 Disputes

In the event of a dispute as to whether an Employee is required to possess an employment related check in accordance with legislation, it will be resolved in accordance with clause 14 (Dispute Resolution Procedure).

39. Compensation for Stolen or Damaged Goods

39.1 An Employee, whose clothes, spectacles, hearing aid or tools have been accidentally damaged or destroyed by fire or molten metal, or spoilt by acid, sulphur or other corrosive substances in the course of the Employee's duties, will be paid an allowance to cover the loss suffered by the Employee in relation to any such items, not supplied by the Employer, as may be agreed between the Employee and Employer.

39.2 An Employee will be reimbursed to a maximum of \$2,500.00 for tools of trade or clothing 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 51 (Personal Leave) of this Agreement;
- (c) accidentally lost over water; or

- (d) lost or stolen whilst being transported by the Employee, at the Employer's direction provided that an Employee transporting their own tools or clothing shall take all reasonable care to protect them and/or prevent theft or loss.

39.3 For the purposes of this clause:

- (a) only tools or clothing used by the Employee in the course of employment shall be covered;
- (b) the Employee must, if requested to do so, furnish the Employer with a list of tools or clothing so used;
- (c) reimbursement is at the current replacement value of new clothing or 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.

39.4 Case Hardened Prescription Lenses

- (a) 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.
- (b) This clause will not apply where the Employer pays for toughening.

PART 6 - HOURS OF WORK AND RELATED MATTERS

40. Hours of Work

- 40.1** 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 40 of this Agreement are satisfied (see clause 41).
- 40.2** The ordinary hours of full-time and part-time Employees will be worked according to a written roster that will:
- (a)** be of at least 28 days duration;
 - (b)** be posted at least 28 days before it comes into operation in each work location where it can be readily seen by Employees and representatives of the Employees, including the Unions, without notice; and,
 - (c)** as far as is practicable, reflect the roster each Employee will work.
 - (d)** Nothing in this subclause prohibits or limits an Employer from issuing a roster of greater than 28 days duration.

40.3 For 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:

- (a)** 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.
- (b)** The Employer will nominate as the rostered day either:
 - (i)** the 3rd Friday in the cycle; or
 - (ii)** the 4th Monday in the cycle; or
 - (iii)** the 4th Friday in the cycle.
- (c)** By agreement between an Employer and a majority of 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.
- (d)** 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.

(e) 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.

(f) Employers of 10 or Less Plumbing Industry Employees

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.

(g) Where a rostered day falls on a public holiday as prescribed in clause 47, 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.

(h) 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.

(i) An Employee who has not worked, or is not regarded by reason of subclause 40.3(f) 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.

(j) 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 subclause 44.1 of this Agreement as if the work were done on a Saturday.

40.4 For Metal Industry Employees

(a) The ordinary hours of duty shall be 38 hours per week to be worked between 6:00am and 6:00pm Monday to Friday inclusive.

(b) Where a Health Service operates according to a nineteen day – four-week cycle or a Health Service-specific hour of work agreement, that arrangement shall apply.

(c) 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 a majority of Employees, the Union or other Employee representative, and provided that the ordinary hours must not average more than 38 hours per week nor exceed 152 hours in 28 days. The span of hours may only be altered by either one hour forward or one hour back.

(d) Where there is agreement in accordance with this clause, ordinary hours not exceeding 12 hours on any day may be worked subject to:

(i) proper health and monitoring procedures being introduced;

- (ii) suitable roster arrangements being made;
- (iii) proper supervision being provided;
- (iv) adequate breaks being provided; and
- (v) an adequate review process being implemented.

40.5 For Joinery and Building Trades Products Industry Employees

- (a) The ordinary working hours shall be 38 hours or an average of 38 hours per week worked on the following basis:
 - (i) 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.
 - (ii) 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.:
 - 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; or
 - E. any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed.
 - (iii) Employees may nominate a representative, which may be the Union, to consult with the Employer regarding changes under this subclause. 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 (5) days prior to any arrangement being made under subclause 40.5(a)(ii).
- (b) An Employer shall employ a system of Rostered Days Off by any of the following methods:
 - (i) by fixing one week day in a particular working cycle on which all Employees will be off; or
 - (ii) 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
 - (iii) by any other method which best suits the enterprise and is agreed to by the Employer and the majority of Employees in the affected factory, workshop or section of the enterprise.

- (c) 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 subclause. 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 (5) days prior to any arrangement being made.
- (d) An Employee who works on rostered day off without having had 10 consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on their next ordinary day or shift must be released after completion of such work until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence. If, on the instructions of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty the employee will be paid at a rate of 200% (based on 1/38th of the weekly salary set out in **Appendix 2**) until the Employee is released from duty. The Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (e) Where any rostered day off prescribed by clause 40.5(b) falls on a public holiday as prescribed in clause 47, 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.
- (f) Each day of paid leave taken (except a rostered day off) and any public holiday prescribed in clause 47, occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (g) An Employee who has not worked, or is not regarded by reason of subclause 40.5(f) 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, when calculating entitlements upon termination of employment.
- (h) Except where agreement has been reached in accordance with subclauses 40.5(a) and (b), the following procedure shall apply to work on rostered days off:
 - (i) 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 by subclause 44.1(a) for Saturday work (but shall not be entitled to a day off in lieu thereof).

(i) Alternative Working Arrangement

By consultation and written agreement between the Employer and the Employees, the ordinary hours of work may be altered from those allowed under clause 40 (Hours of Work), clause 43 (Breaks), or clause 45 (Overtime), to suit the needs of a particular enterprise, factory, workshop or section, subject to:

- (i)** Employees may nominate a representative, which may be the Union, to consult with the Employer regarding changes under this subclause 40.5(i). 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 (5) days prior to the introduction of the proposed alteration;
- (ii)** the agreement must be made by at least 60% of Employees in the enterprise, factory, workshop or section affected by the alteration;
- (iii)** no Employee shall experience a loss of ordinary time pay or status as a result of the alteration;
- (iv)** 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; and
- (v)** for the purposes of this subclause 40.5(i), **section** means a clearly identifiable production process.

40.6 Daylight Saving

For work performed which spans the start or finish of a system of daylight saving as prescribed by relevant State or Territory legislation, an Employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

41. Revised Span of 'Ordinary Hours of Work'

- 41.1** The Employer may by agreement (as per clause 41.2 below) negotiate a revised spread of hours to the ones contained in clause 40 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.
- 41.2** 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 their representative and the Employer.
- 41.3** Where agreement is reached to extend the span of ordinary hours of work to no more than 12 hours in accordance with this clause 41, and the Employee is required to work ordinary hours beyond those prescribed in clause 40, the overtime provisions at clause 45 will apply.
- 41.4** 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.

41.5 Any dispute in relation to this matter will be dealt with in accordance with the clause 14 (Dispute Resolution Procedure).

42. Shift Workers

42.1 Employees who perform shift work will be entitled to the penalty payments applying to their classification under the following provisions of this clause. The penalty rate that applies to casual employees is inclusive of the casual loading.

42.2 Definitions

In this clause 42:

(a) For Plumbing Industry Employees:

- (i) **Shift** means a shift finishing after 6.00 pm and at or before 7.00 am.
- (ii) **Rostered Shift** means any Shift (as defined above) of which the employee concerned has had at least 48 hours' notice.

(b) For Metal Industry Employees:

- (i) **Afternoon Shift** means any shift finishing after 6.00 pm and at or before midnight.
- (ii) **Continuous Work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.
- (iii) **Night Shift** means any shift finishing after midnight and at or before 8.00 am.
- (iv) **Permanent Night Shift** means during a period of engagement on shift, an Employee:
 - A. works night shift only; or
 - B. remains on night shift for a longer period than four (4) 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 their working time off night shift in each cycle.
- (v) **Rostered Shift** means any shift of which the employee concerned has had at least 48 hours' notice.

(c) For Joinery & Building Trade Products Employees:

- (i) **Afternoon Shift** means a shift finishing at or after 9.00 pm and at or before 11.00 pm.
- (ii) **Night Shift** means a shift finishing after 11.00 pm and at or before 7.00 am.
- (iii) **Early Morning Shift** means a shift finishing after 12.30 pm and before 2.00 pm.
- (iv) **Early Afternoon Shift** means a shift finishing after 7.30 pm and before 9.00 pm.

42.3 Hours of Work

(a) Plumbing Industry Employees

- (i)** Pursuant to clause 41, an Employee may agree to perform shift work in accordance with this clause 42.
- (ii)** The ordinary hours for a shift worker are eight (8) hours per day, inclusive of meal breaks and shall be worked between Monday to Friday inclusive.

(b) Metal Industry Employees

- (i)** Subject to subclause 42.4(a)(ii), the ordinary hours of shift workers are, at the discretion of the Employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.
- (ii)** By agreement between the Employer and the majority of Employees concerned, 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 but does not exceed 12 months.
- (iii)** The ordinary hours for shift workers will not exceed eight (8) per shift unless otherwise agreed.
- (iv)** The ordinary hours of work for non-continuous shift workers must be worked continuously, except for meal breaks, at the discretion of the employer.
- (v)** Except at the regular changeover of shifts, an employee must not be required to work more than one (1) shift in each 24 hours.

(c) Joinery & Building Trades Products Industry Employees

- (i)** The ordinary hours for a shift worker are eight (8) hours per day, inclusive of meal breaks and shall be worked between Monday to Friday inclusive, provided that:
 - A.** an ordinary night shift commencing before, and extending beyond, midnight Friday is regarded as a Friday shift; and
 - B.** where shiftwork comprises 3 continuous and consecutive shifts of 8 hours each per day, a crib time of 20 minutes duration must be allowed without deduction of pay in each shift, such crib time being instead of any other rest period or cessation of work prescribed elsewhere in this Agreement.
- (ii)** An Employee on shiftwork accrues 0.4 of one hour for each 8 hour shift worked to allow one complete shift to be taken off as a paid shift for every cycle of 20 shifts. The 20th shift must be paid for at the appropriate shift rate as prescribed by this clause.
- (iii)** Paid leave taken and public holidays occurring during any cycle of 4 weeks must be regarded as shifts or part-shifts worked for accrual purposes.
- (iv)** An Employee who has not worked a complete 4-week cycle must 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.

- (v) The Employer and relevant Employees must agree in writing on the arrangements for the programmed shift off during the 20-day cycle or for the accumulation of the accrued shifts off, provided that such accumulation must be limited to no more than 5 such accrued shifts off and that when taken, the shifts must be regarded as shifts worked for accrual purposes in the particular 20 shift cycle.
- (vi) Where an Employer, for emergency reasons, requires an Employee to work on the Employee's paid shift off, the Employee must be paid, in addition to the Employee's accrued entitlement, at 200% of the ordinary hourly rate.
- (vii) If an Employee works on their paid shift off without having had 10 consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on their next ordinary day or shift, subclause 40.5(d) applies.

42.4 Penalties for Shift Work

(a) For Plumbing Industry Employees:

- (i) An Employee working:
 - A. a Rostered Shift, and
 - B. work is for 5 or more consecutive shifts,will be paid 133% (158% for casual Employees) of their ordinary hourly rate of pay for such ordinary hours worked.
- (ii) An Employee working:
 - A. a Shift that is not a Rostered Shift, or
 - B. the work is for less than 5 consecutive shifts,will be paid 150% (175% for casual employees) of their ordinary hourly rate for the first two (2) hours and 200% (225% for casual employees) of their ordinary hourly rate thereafter for such ordinary hours worked.

(b) For Metal Industry Employees:

- (i) An Employee working on Afternoon Shift or Night Shift will be paid 115% (140% for casual employees) of the ordinary hourly rate for such ordinary hours worked.
- (ii) An Employee working on Afternoon Shift or Night Shift and the work does not continue:
 - A. for at least five (5) consecutive Afternoon Shifts or Night Shifts, or six (6) consecutive Afternoon Shifts or Night Shifts in a 6-day workshop, (where no more than eight (8) ordinary hours are worked on each shift); or
 - B. for at least 38 ordinary hours (where more than eight (8) ordinary hours are worked on each shift),

will be paid 150% (175% for casual employees) of the ordinary hourly rate for the first three (3) hours and 200% (225% for casual employees) thereafter for such ordinary hours worked.

- (iii) An Employee working on Permanent Night Shift will be paid 130% (155% for casual employees) of the ordinary hourly rate for such ordinary hours worked.
- (iv) An Employee working on a shift that is not a Rostered Shift:
 - A. if employed on Continuous Work, will be paid at 200% (225% for casual employees) of the ordinary hourly rate; or
 - B. if employed on other shift work, will be paid at 150% (175% for casual employees) of the ordinary hourly rate for the first three (3) hours and 200% (225% for casual employees) thereafter for such ordinary hours worked.
- (v) Subclause 42.4(b)(iv) does not apply when the time is worked:
 - A. by arrangement between the Employees themselves;
 - B. for the purposes of effecting the customary rotation of shifts; or
 - C. on a shift to which the Employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle the Employer to deduct payment in accordance with clause 46 (Stand Down).
- (vi) **Unrelieved Shiftwork on Rostered Day Off**
 - A. If a shift worker is required to work on their rostered day off because of the absence of a relieving Employee, the unrelieved shift worker must be paid 200% of the ordinary hourly rate for all hours worked on their rostered day off.
 - B. Subclause 42.4(b)(vi)A only applies when not less than 7.6 hours' notice has been given to the Employer by a relief shift worker that the relief shift worker will be absent from work.

(c) For Joinery & Building Trade Products Industry Employees:

- (i) Provided an Employee is employed continuously for five (5) shifts Monday to Friday in any week:
 - A. An Employee working on Afternoon Shift or Night Shift will be paid 150% (175% for casual employees) of the ordinary hourly rate for such ordinary hours worked, or
 - B. An Employee working on Early Morning Shift or Early Afternoon Shift will be paid 125% (150% for casual employees) of the ordinary hourly rate for such ordinary hours worked.
- (ii) An Employee working shift work and the who is employed for less than five (5) consecutive shifts Monday to Friday will be paid 150% (175% for casual employees) of the ordinary hourly rate for the first two (2) hours and 200% (225% for casual employees) thereafter for such ordinary hours worked.

- (iii) A public holiday in any week is not a break in continuity for the purposes of subclauses 42.4(c)(i) and (ii).
- (iv) When a job finishes after proceeding on shift work for more than one (1) week, or the Employee terminates their services during the week, the Employee must be paid at the rates specified in subclauses 42.4(c)(i) and (ii) for the time actually worked.

43. Breaks

43.1 Meal Breaks

- (a) An Employee will be allocated an unpaid meal break of not less than 30 minutes and not more than 60 minutes which will not be counted as time worked.
- (b) An Employee shall not be required to work for more than five (5) hours without an unpaid break for a meal, or six (6) hours if agreed by the majority of Employees.
- (c) **Metal Industry Employees Only**

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 (5) hours, an Employee must not be required to work for more than six (6) hours without a meal break.

43.2 Working Through Meal Breaks

- (a) A **Plumbing Industry Employee** or **Joinery & Building Trade Products Industry Employee** unable to take a meal break after five (5) or six (6) hours of work (as the case may be) will be paid at 200% of their ordinary rate from the fifth or sixth hour until a meal break is taken.
- (b) A **Metal Industry Employee** unable to take a meal break after five (5) or six (6) hours (as the case may be) will be paid at 150% of their ordinary rate from the fifth or sixth hour until a meal break is taken, save that 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.

Example 1: *A Plumbing Industry Employee begins their shift at 7:00am, therefore they shall not be required to work past 12:00pm without an unpaid break for a meal. The Employer requires an Employee to tend to an urgent repair, and the Employee is not able to take their meal break until 2:00pm. The Employee is entitled to be paid 200% of their ordinary rate between 12:00pm and 2:00pm.*

Example 2: *A Joinery and Building Trade Products Industry Employee begins their shift at 6:30am, therefore they ordinarily shall not be required to work past 11:30am without an unpaid break for a meal. However, the majority of employees agree to take a meal break at 12:30pm (after 6*

hours of work). An Employee is not entitled to be paid 200% of their ordinary rate until after 12:30pm.

43.3 Tea / Rest Breaks

- (a) Each Employee will be entitled to a 10-minute tea/rest break in each four (4) ordinary hours worked, or part thereof being greater than one (1) hour.
- (b) Tea/rest breaks will be taken at a time suitable to the Employer and will be counted as time worked.
- (c) By agreement between the Employer and Employee, tea/rest breaks may be taken in one 20-minute interval.
- (d) **Metal Industry Employees Only**
 - (i) An Employee not engaged on Continuous Work working on a Sunday or public holiday shall be allowed a tea/rest break of 20 minutes without deduction of pay after each four (4) hours of work, if the Employee continues work after such tea/rest break.
 - (ii) Where a non-shift worker is required to work on a public holiday, the first prescribed tea/rest break shall if occurring between 10:00am and 1:00pm be paid at ordinary rates.

43.4 Washing Time Breaks as Paid Time

- (a) An Employee will be entitled to take five (5) minutes immediately before lunch and before finishing time to enable them to wash and put away gear which will count as time worked.
- (b) An Employee who is using toxic substances immediately before lunch and before finishing time will be entitled to take 10 minutes washing time break which will count as time worked.
- (c) **Toxic substances** means carbon black, epoxy-based materials and all materials which include or require the addition of a catalyst hardener, reactive additives and a 2-pack catalyst system.

43.5 Hot and Cold work

- (a) Where an Employee is engaged in hot work or cold work and the work continues for more than two (2) hours, the Employee will be entitled to a 20-minute rest after every two (2) hours work which will count as time worked.
- (b) **Hot work** means work in a place where the temperature has been raised by artificial means above 46° Celsius.
- (c) **Cold work** means work in a place where the temperature is lowered by artificial means to less than 0° Celsius.

44. Weekend Work

The rates in this clause are in substitution for shift penalty rates in subclause 42.4.

44.1 Plumbing Industry and Joinery & Building Trades Products Industry Employees

(a) All time worked on a Saturday or Sunday will be paid pursuant to subclause 45.3.

(b) Rest Period – Saturdays and Sundays

(i) An Employee who is a:

A. Plumbing Industry Employee who works on a weekend 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

B. Joinery and Building Trades Products Industry Employee who works on a weekend, not being an ordinary working day, without having had 10 consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on their next ordinary day or shift;

must be released after completion of such work until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

(ii) If, on the instructions of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty the employee will be paid at a rate of 200% (based on 1/38th of the weekly salary set out in **Appendix 2**) until the Employee is released from duty. The Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

(iii) Further for **Plumbing Industry Employees**, the provisions of this subclause 44.1(b) shall apply in the case of shift workers as if eight (8) hours were substituted for 10 hours when such time is worked:

A. for the purpose of changing shift rosters; or

B. where a shift worker does not report for duty and a non-shift 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.

44.2 Metal Industry Employees

(a) A shift worker must be paid 150% (175% for casual Employees) of the ordinary hourly rate for all work performed on a Saturday.

(b) A shift worker on other than Continuous Work must be paid 200% (225% for casual Employees) of the ordinary hourly rate for all time worked on a Sunday, save that time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday and extending into a Sunday will be regarded as time worked on such Sunday.

(c) A shift worker engaged on Continuous Work on a rostered shift must be paid 200% (225% for casual Employees) of the ordinary hourly rate where the major portion of a shift falls on a Sunday.

(d) Rest Period - 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 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring in such absence.

45. Overtime

For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

45.1 Reasonable Additional Hours

- (a)** Subject to the provisions of this clause an Employer may require an Employee to work reasonable additional hours at overtime rates as defined in subclause 45.2.
- (b)** An Employee may refuse to work overtime hours where they are unreasonable. In determining whether the overtime hours are reasonable or unreasonable, the following must be taken into account:
 - (i)** any risk to employee health and safety arising from the additional hours;
 - (ii)** the Employee's personal circumstances, including family responsibilities;
 - (iii)** the needs of the workplace or enterprise in which the Employee is employed;
 - (iv)** 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;
 - (v)** the notice (if any) given by the Employer of the overtime and by the Employee of the Employee's intention to refuse it;
 - (vi)** the usual patterns of work in the industry, or the part of the industry, in which the Employee works;
 - (vii)** the nature of the Employee's role, and the Employee's level of responsibility;
 - (viii)** whether additional hours are in accordance with an averaging arrangement agreed to by the Employer and Employee; and
 - (ix)** any other relevant matter.

45.2 Overtime – Meaning

- (a)** Where an Employee is required to work reasonable additional hours, they will be entitled to payment of overtime in accordance with the provisions of this clause.
- (b) Overtime** means work that is performed:
 - (i)** by a **full-time Employee**, where:

- A. work is performed in excess of the rostered shift length on a particular day; or,
 - B. work is performed in excess of ordinary hours as prescribed in clause 40 or 41; or,
 - C. work is performed in excess of 12 hours in any one shift,
- (ii) by a **part-time Employee**, where:
- A. work is performed in excess of ordinary hours as prescribed in clause 40 or 41; or
 - B. the Employer directs the Employee to work additional hours beyond those agreed in subclause 16.2(c), but excluding where an Employee is offered and accepts additional ordinary hours as described at subclause 16.2(h) (Additional Hours); or
 - C. work is performed in excess of 12 hours in any one shift,
- (iii) by a **casual Employee** where:
- A. work is performed in excess of ordinary hours as prescribed in clause 40 or 41; or
 - B. work is performed in excess of 12 hours in any one shift.

45.3 Payment of Overtime and Recall to Duty

- (a) Only authorised overtime and recall to duty will be paid for in accordance with the following tables (based on 1/38th of the weekly salary set out at **Appendix 2**):

(i) **For Plumbing Industry Employees:**

Day		Full-time and part-time Employees	Casual Employees
		% ordinary hourly rate	% ordinary hourly rate
Monday to Friday (including Recall -Without Return to Workplace)	First hour	150	175
	After 1 hour	200	225
Saturday (including Recall -Without Return to Workplace)	First hour	150	175
	After 1 hour	200	225
	After 12 noon	200	225
Sunday (including Recall - Without Return to Workplace)		200	225
Work commenced after midnight and before start of ordinary hours (including Recall - Without Return to Workplace)		200	225
Recall – Return to Workplace (Call Back)		200	225

(ii) For Metal Industry Employees:

Day		Full-time and part-time Employees	Casual Employees
		% ordinary hourly rate	% ordinary hourly rate
Monday to Saturday (including Recall)	First 2 hours	150	175
	After 2 hours	200	225
Continuous Shift workers – Monday to Saturday (including Recall)		200	225
Sunday (including Recall)		200	225

(iii) For Joinery and Building Trades Product Industry Employees:

Day		Full-time and part-time Employees	Casual Employees
		% ordinary hourly rate	% ordinary hourly rate
Monday to Friday (including Recall)	First 2 hours	150	175
	After 2 hours	200	225
Shift workers - Monday to Friday (including Recall)		200	225
Saturday (including Recall)	First hour	150	175
	After 1 hour	200	225
	After 12 noon	200	225
Sunday (including Recall)		200	225
Shift workers - who are employed on the second or third shifts of a day when two or three shifts are worked		200	225

45.4 Minimum Paid for Employees Required to Work on a Saturday or Sunday

(a) For Plumbing Industry and Joinery and Building Trades Products Industry Employees

- (i)** An Employee required to work overtime on a Saturday will be paid at least three (3) hours pay.
- (ii)** An Employee required to work overtime on a Sunday will be paid at least four (4) hours pay.

(b) For Metal Industry Employees

- (i)** Subject to subclause 45.11, a day worker required to work overtime on a Saturday will be paid at least four (4) hours pay except where such work is continuous with work commenced on the previous day.

- (ii) An Employee required to work overtime on a Sunday will be paid at least three (3) hours pay.
- (iii) Subclause 45.4(b)(ii) does not apply to Employees:
 - A. engaged in maintaining the continuity of electric light and power; or
 - B. garage Employees; and/or
 - C. drivers of tow and/or repair vehicles recalled for breakdown, accident or other emergency work.

45.5 Recall – Return to Workplace (Call Back)

- (a) An Employee who is recalled to duty outside rostered hours of duty after leaving their employer’s business premises (whether notified before or after leaving the premises) must be paid the applicable overtime rates (see subclause 45.3) for each time the Employee is so recalled.
- (b) An Employee who is recalled to duty will be expected to return to the workplace within a reasonable period, having regard to the nature of the reason for the recall.
- (c) Each recall must stand alone, with a minimum payment of:

Employee Category	Minimum Payment (at applicable Overtime rate)
Plumbing Industry	Three and a quarter (3.25) hours
Metal Industry	Four (4) hours; unless the Employee was on Occasional On-call in which case the minimum payment is three (3) hours
Joinery & Building Trades Products	Three (3) hours

- (d) If the Employee is recalled on more than one (1) occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the minimum payment provided for in subclause 45.5(c) for each recall.
- (e) Except in the case of unforeseen circumstances, the Employee must not be required to work the full minimum payment period if the job they were recalled to perform is completed within a shorter period.
- (f) Except for **Plumbing Industry Employees**, subclause 45.5(c) will not apply in cases where:
 - (i) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time; or
 - (ii) it is customary for an Employee to return to their Employer’s premises to perform a specific job outside their ordinary working hours.

Example: An Employee finishes work at 4pm. Each evening they return to work at 8pm to switch off a generator. This takes 30 minutes. As it’s customary for this Employee to return to the

workplace to do this job, they are not paid for a recall (call back). They are paid overtime for the 30 minutes it takes to finish the job.

45.6 Rest Period After Recall

(a) See subclause 45.10 for an Employee's entitlement to a rest period after overtime.

(b) Metal Industry Employees Only

Overtime worked in the circumstances specified in subclause 45.5 shall not be regarded as overtime for the purposes of subclause 45.10 (Rest Period After Overtime) when the actual time worked is less than three (3) hours on such recall or on each of such recalls.

45.7 Recall – Without Return to Workplace

(a) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone or other electronic device), subclause 45.5 will not apply and such Employee will be paid a minimum of one (1) hour of overtime at the applicable rate outlined at subclause 45.3 for such recall work.

(b) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one (1) hour of overtime, but multiple recalls within a discrete hour will not attract additional overtime.

45.8 Transport for Employees

Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee.

45.9 Rest Break Before / During Overtime

(a) An Employee working overtime will take a paid rest break of 20 minutes (paid at overtime rates) after each four (4) hours of overtime worked if required to continue work after the break.

(b) Notwithstanding subclause 45.9(a) above, an Employee required to work overtime of one and a half (1.5) hours or more after the end of an ordinary shift will be entitled to a paid rest break of 20 minutes (paid at ordinary rates) before commencing such overtime.

(c) A **Metal Industry Employee** entitled to a rest break in subclause 45.9 may be entitled to a meal allowance in accordance with subclause 29.1.

45.10 Rest Period After Overtime

(a) Overtime will be so arranged that, wherever reasonably practicable, Employees will have at least 10 consecutive hours off duty between successive periods of duty.

(b) An Employee who works so much overtime between the end of their previous ordinary hours and the start of the next period of ordinary hours, that the Employee would not have had at least 10 consecutive hours off duty between those times must be released after completion of such

overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

- (c) If, on the instructions of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty the Employee will be paid at a rate of 200% (based on 1/38th of the weekly salary set out in **Appendix 2**) until the Employee is released from duty. The Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) Further for **Plumbing Industry Employees** and **Metal Industry Employees** the provisions of this clause shall apply in the case of shift workers as if eight (8) hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a non-shift worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (e) Provided further that an Employee who is a **Joinery and Building Trades Products Industry Employee** and has worked continuously (except for meal or tea/rest breaks allowed by this Agreement) for 20 hours shall not be required to continue at or recommence work for at least 12 hours.

45.11 Substitute Provisions for Metal Industry Employees (Garage Employees etc)

- (a) In lieu of subclauses 45.5, 29.2(b)(ii) and 45.4(b)(i), the following provisions shall apply to a garage employee and/or driver of tow and/or repair vehicles.
- (b) 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.
- (c) 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:
 - (i) 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 (2) hours at the rate of double time; and
 - (ii) in the case of each subsequent call-back the same day as for at least a period of one (1) hour whether occurring within two (2) hours of the first call-back or not.
- (d) Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of subclause 45.10 (Rest Period After Overtime) where the actual time worked is less than three (3) hours on such recall or on each of such recalls.

46. Stand Down

- 46.1** An Employee will not be entitled to payment for any time that they cannot be usefully employed because of one of the following circumstances:
- (a)** industrial action (other than industrial action organised or engaged in by the Employer);
 - (b)** a breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown;
 - (c)** a stoppage of work for any cause for which the Employer cannot reasonably be held responsible.
- 46.2** An Employee is not taken to be stood down during a period when the Employee is taking paid or unpaid leave that is authorised by the Employer or the Employee is otherwise authorised to be absent from employment.

PART 7 – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

47. Public Holidays

47.1 Entitlement to be Absent on a Public Holiday

- (a) An Employee (other than a casual Employee) is entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause 47.
- (b) However, an Employer may request an Employee to work on a public holiday if the request is reasonable.
- (c) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (ii) the Employee's personal circumstances, including family responsibilities;
 - (iii) whether the Employee could reasonably expect that the Employer might request work on the public holiday;
 - (iv) 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, work on the public holiday;
 - (v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shift work);
 - (vi) the amount of notice in advance of the public holiday given by the Employer when making the request;
 - (vii) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
 - (viii) any other relevant matter.

47.2 Payment for Absence on Public Holiday

- (a) If, in accordance with the NES, an Employee is absent from their employment on a day or part day that is a public holiday the Employer must:
 - (i) pay the Employee at the Employee's ordinary time rate of pay for the Employee's ordinary hours of work on the day or part day that the Employee is absent from their employment; and

- (ii) continue to accrue leave on the ordinary hours of work on the day or part day that the Employee is absent from their employment;
- (b) If the Employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under the NES.

Example: *The Employee is not entitled to payment if the Employee is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.*

- (c) The provisions of subclause 47.2(a) apply where the Employee is absent from their employment for part of their ordinary hours on the day or part-day that is a public holiday.

Example: *A full-time Employee is required to be on-call on the public holiday. If it was not for the public holiday, the Employee's ordinary hours would have been eight (8) on the day. The Employee is called in to work three (3) hours of overtime during what would have been part of their ordinary hours. The Employee is still entitled to their ordinary time rate of pay for the five (5) ordinary hours the Employee was not recalled to work by the Employer. They will also accrue leave on what would have been their eight (8) ordinary hours on the day.*

47.3 Meaning of Public Holiday

- (a) The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Labour Day;
 - (iv) Good Friday;
 - (v) Easter Saturday (subject to clause 48);
 - (vi) Easter Monday
 - (vii) 25 April (ANZAC Day);
 - (viii) King's Birthday;
 - (ix) Friday before the AFL Grand Final;
 - (x) Melbourne Cup Day
 - (xi) 25 December (Christmas Day); and
 - (xii) 26 December (Boxing Day)
- (b) If in a particular year, no date is determined under Victorian Law as a public holiday in respect of any occasion referred to in subclause 47.3(a), a public holiday will be observed on the actual day.

47.4 Additional Public Holidays

Where under Victorian Law, public holidays are declared or prescribed in respect of occasions other than those set out in subclause 47.3, those days shall constitute additional holidays for the purpose of this Agreement.

47.5 Payment for Work on Public Holidays When Substitute Day/days in Lieu are Declared Under Victorian Law

- (a) The following rules regarding public holiday penalty payments will apply in circumstances where either:
 - (i) 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
 - (ii) Any public holiday defined in subclause 47.3 (**Actual Day**) is substituted under subclause 47.6 to another day (**Other Day**):
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The Employee shall only receive the public holiday penalties for either the Actual Day or the Other Day, but not both.

47.6 Substitution by Agreement

- (a) An Employee and an Employer may agree to substitute another day or part day for a day or part day that would otherwise be a public holiday under the NES or this Agreement.
- (b) Where an agreement under subclause 47.6(a) is reached, it will be recorded in writing and a copy given to the Employee.

47.7 Payment for Working on a Public Holiday

(a) Other Than Metal Industry Employees

- (i) An Employee who performs work (including overtime work) on a public holiday will be entitled to be paid 250% (275% for casual Employees) for the time worked on a public holiday.

(b) Metal Industry Employees

- (i) An Employee not engaged on Continuous Work who performs work (including overtime work) on a public holiday will be entitled to be paid 250% (275% for casual Employees) for the time worked on a public holiday.

- A. Time worked by an Employee on a shift commencing before midnight on the day preceding a public holiday and extending

into a public holiday will be regarded as time worked on such public holiday.

- (ii) A shift worker engaged on Continuous Work who performs work (including overtime work) on a public holiday will be entitled to be paid 200% (225% for casual Employees) for the time worked on a public holiday.
 - A. Where shifts fall partly on a holiday, if the major portion of the shift falls on a public holiday, the whole shift will be regarded as time worked on such public holiday.

47.8 Minimum Pay for Time Worked

(a) For Plumbing Industry Employees and Joinery and Building Trades Products Industry Employees

An Employee required to work on a public holiday will be paid at least four (4) hours' pay.

(b) For Metal Industry Employees

An Employee, 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 a public holiday will be paid at least three (3) hours pay.

47.9 Transport for Employees

Where an Employee finishes a period of work on a public holiday at a time when reasonable means of transport are not available for the Employee to return to their place of residence, the Employer will provide adequate transport free of cost to the Employee.

47.10 Rest Period after Public Holiday

(a) An Employee who is a:

- (i) **Plumbing Industry Employee** who works on a 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
- (ii) **Joinery and Building Trades Products Industry Employee** who works on a public holiday, not being an ordinary working day, without having had 10 consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on their next ordinary day or shift; or
- (iii) **Metal Industry Employee**, other than a casual employee, not engaged in Continuous Work who works on a public holiday without then having 10 consecutive hours off duty (except for meal breaks);

must be released after completion of such work until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

- (b) Except for **Metal Industry Employees**, if, on the instructions of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty the employee will be paid at a rate of 200% (based on 1/38th of the weekly salary set out in **Appendix 2**) until the Employee is released from duty. The Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (c) Further for **Plumbing Industry Employees**, the provisions of this subclause 47.10 shall apply in the case of shift workers as if eight (8) hours were substituted for 10 hours when such time is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a non-shift worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the Employees themselves.

47.11 Additional Provisions Applying to Metal Industry Employees Only

(a) Meal Allowance

- (i) An Employee not engaged in Continuous Work required to work on a public holiday for more than four (4) 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 **Appendix 3** for the meal taken during each tea/rest break (as prescribed by subclause 43.3(d). 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.
- (ii) 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 amount prescribed in **Appendix 3** for meals which they have provided but which are surplus.

(b) Seven-day Shift Workers

- (i) A seven-day 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.
- (ii) Where a public holiday listed in subclause 47.3 is substituted by Victorian Law and:
 - A. The Employee is rostered off for both the Actual Day and the Other Day then only one day's payment will be made under clause 47.11(b)(i); or

- B.** 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 clause 47.11(b)(i) in respect of the day not worked.

47.12 Additional Provisions Applying to Joinery and Building Trades Products Industry Employees only

(a) Public Holidays and Termination of Employment

- (i)** 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 public holiday prescribed in or each holiday in a group as prescribed in subclause 47.3 which falls within 10 consecutive calendar days after the day of termination.
- (ii)** Where any two (2) 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.
- (iii)** Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
- (iv)** No Employee shall be entitled to receive payment from more than one Employer in respect of the same public holiday or group of holidays.

(b) Application to Part-time Employees

Where an Employee is working on a part time basis pursuant to the provisions of clause 58 (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.

48. Easter Saturday or Easter Tuesday

- 48.1** 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 (4) 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.
- 48.2** Employees who currently receive Easter Tuesday as a public holiday cannot also benefit from subclause 48.1 (i.e. both benefits cannot be availed of).
- 48.3** Subclause 48.1(b) is available by mutual agreement subject to operational coverage being met and no backfill or additional labour costs being incurred. 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 (4) weeks.

49. Annual Leave

49.1 Basic Entitlement

- (a) From the FFPPOOA commencement of the Agreement, an Employee (other than a casual Employee) is entitled to five (5) weeks annual leave for each year of service with the Employer.
- (b) Part-time Employees will be entitled to annual leave on a pro-rata basis.
- (c) An Employee's annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

49.2 Shift Worker Definition for NES and Agreement Purposes

- (a) **Plumbing Industry Employee -**
 - (i) who works or is required to be on call for any part of 26 weekends or more in any year of employment, and/or
 - (ii) an Employee engaged to work Continuous Work and who is regularly rostered to work those shifts;
- (b) **Metal Industry Employee –** who is regularly rostered to work on Sundays and public holidays;
- (c) **Joinery and Building Trades Products Industry Employee –** who is engaged as a shift worker (pursuant to clause 42).

49.3 Additional Weeks' Annual Leave

- (a) An Employee who is a shift worker for the purposes of the NES and the Agreement as defined in subclause 49.2 shall be entitled to one (1) additional weeks' annual leave.
- (b) **No Duplication of Entitlements**
 - (i) 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 shift workers.
 - (ii) 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.

49.4 Taking Annual Leave

- (a) Paid annual leave may be taken for a period agreed between an Employee and their Employer.
- (b) An Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

- (c) Where a public holiday occurs during a period when an Employee is on annual leave, the Employee is taken not to be on annual leave on that public holiday.
- (d) If a period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) or a period of absence from employment for community service leave under clause 60 and the NES, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

49.5 Annual Close Down

Where the Employer closes one (1) or more of its operations over the Christmas/New Year period and provided not less than two (2) months' notice in writing to affected Employees, such Employees will be afforded the option of utilising Annual Leave, Time in Lieu and/or Rostered Days Off for the period of closure or, in the event of insufficient credits, leave without pay.

49.6 Annual Leave in Advance

- (a) Annual leave may be taken in advance, by mutual agreement between the Employer and Employee.
- (b) Where annual leave is taken in advance, a further period of annual leave will not commence to accrue until after the expiration of the 12 months (or a lesser period where necessary to align to the NES) in which annual leave had been taken before it accrued.
- (c) Where annual leave has been taken in advance by an Employee and:
 - (i) the employment of the Employee is terminated before they have completed the year of employment in respect of such annual leave has been taken; and
 - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave so taken exceeds the sum that the Employer is required to pay to the Employee under subclauses 49.8 (Payment for Annual Leave) and 49.9 (Annual Leave Loading)

then the Employer will not be liable to make any payment to the Employee under subclauses 49.8 or 49.9 and will be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

49.7 Annual Leave and Rostered Days Off - For Plumbing Industry Employees and Joinery and Building Trades Products Industry Employees

Where a rostered day off, as prescribed in subclauses 40.3 or 40.5, 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 subclause 49.8.

49.8 Payment for Annual Leave

- (a) 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 of leave so taken.

- (b) 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.
 - (i) For **Plumbing Industry Employees** this includes leading hand allowance, if applicable.
 - (ii) For **Metal Industry Employees** –
 - A. For the purposes of subclauses 49.8 and 49.10, wages shall be at the rate prescribed from time to time by:
 - (1) Clause 17 (Apprentices) 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.
 - (2) the rate payable pursuant to clause 36 (Higher Duties / 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.
 - (3) any over Agreement payment for 38 ordinary hours of work per week.
 - B. Payment in the case of Employees employed on piece or bonus work or any other system of payment by results will be paid at their ordinary rate of pay.

49.9 Annual Leave Loading

In addition to the payment prescribed in subclause 49.8, during a period of annual leave:

(a) For Plumbing Industry Employees

An Employee will receive a loading of 17.5% calculated on the rates, loadings and allowances prescribed by **Appendix 2**.

(b) For Metal Industry Employees

- (i) Subject to subclauses 49.9(b)(ii) and (iii), an Employee shall receive a loading of 17.5% calculated on the rate of wage prescribed by **Appendix 2** of this Agreement.
- (ii) Where the Employee would have received the shift loading prescribed by clause 42 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 17.5%, then the shift loadings shall be added to the rate of wage prescribed **Appendix 2** of this Agreement in lieu of the 17.5% loading.
- (iii) Provided further, that if the shift loadings would have entitled them to a lesser amount than the loading of 17.5% then such loading of 17.5% shall be added to the rate of wage prescribed by **Appendix 2** of this Agreement in lieu of the shift loadings.

(c) For Joinery and Building Trades Products Industry Employees

An Employee shall receive a loading of 17.5%, calculated on the rates, loadings, and allowances prescribed by **Appendix 2** of this Agreement and leading hand rates as prescribed by clause 30, if applicable.

49.10 Payment for Annual Leave on Termination

- (a) 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.
- (b) The Employee will also receive the annual leave loading in accordance with subclause 49.9 for the period of untaken paid annual leave being paid out on termination.

49.11 Additional Provisions for Joinery and Building Trades Products Industry 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.

50. Purchased Leave (48/52 Week Rule)

- 50.1** 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, apply to purchase up to 20 working days (pro-rated for part-time Employees) additional paid leave in a 12-month period at ordinary pay. The Employer will not unreasonably withhold approval of an application to purchase leave by an Employee.
- 50.2** The Employer will endeavour to accommodate Employee requests for arrangements under this clause 50, 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.
- 50.3** The additional paid leave is purchased through salary deductions made over the whole year. The amount deducted will correspond with the amount of leave purchased.

Example 1: An Employee who purchases an additional four (4) weeks leave will be paid 48/52 or 92.31% of their ordinary pay throughout the relevant 12-month period.

Example 2: An Employee who purchases an additional two (2) weeks leave will be paid 50/52 or 96.15% of their ordinary pay throughout the relevant 12-month period.

- 50.4** Purchased Leave may be taken in conjunction with other types of leave.
- 50.5** Purchased Leave must be used in the 12-month period in which it is purchased and taken at a time that is mutually agreed between the Employer and the Employee.
- 50.6** Accrual of sick leave and long service leave by the Employee shall remain unchanged.
- 50.7** An Employee may revert to ordinary 52-week employment by giving the Employer no less than four (4) weeks' written notice.
- 50.8** Where:
- (a)** an Employee reverts to 52-week employment, or
 - (b)** an Employee's employment terminates,
- appropriate pro-rata salary adjustments will be made.

51. Personal Leave

The provisions of this clause apply to full-time and part-time Employees. See subclause 51.8 below for a casual Employee's entitlement.

51.1 Amount of Personal Leave

- (a)** Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.
- (b)** An Employee is entitled to the following amount of paid personal leave (pro-rata for part-time Employees):
 - (i)** 96 hours or as provided by the NES (whichever is greater) in the first year of service;
 - (ii)** 112 hours or as provided by the NES (whichever is the greater) in each year in the second, third and fourth years of service;
 - (iii)** 168 hours in each year in the fifth and following years of service.

51.2 Payment for Leave

- (a)** Payment will be made based on the Employee's ordinary pay for the ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- (b)** An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted from the Employee's accrued personal leave including, where relevant, for a part day.

51.3 Access to Paid Personal Leave

- (a)** Subject to the conditions set out in this clause, an Employee may take paid personal leave if the leave is taken:
 - (i)** due to personal illness or injury ('**sick leave**'); or
 - (ii)** to care for or support a member of the Employee's Immediate Family or household because of:

- A. a personal illness or injury affecting them; or
- B. an unexpected emergency affecting them ('carer's leave')

51.4 Sick Leave

(a) General

An Employee may take personal leave for the reasons described at subclause 51.3(a) above and 51.4(b) below.

(b) Personal Leave to Attend Appointments

An Employee may use up to five (5) days (38 hours) of personal leave (pro rata for part-time Employees), in aggregate, in any year of service for reasons other than those described at subclause 51.3(a) on account of a disability or where the Employee is required in the circumstances to attend a registered health practitioner.

(c) Evidence Requirements

(i) An Employee taking sick leave will give the Employer evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury or, in the case of leave taken to attend an appointment (see subclause 51.4(b)) evidence of attendance. Evidence that would satisfy a reasonable person that the Employee is absent due to personal illness or injury includes:

- A. a medical certificate from a registered health practitioner; or
- B. a Statutory Declaration signed by the Employee.

(ii) The evidence will be given to the Employer within 48 hours of the start of the absence or as soon as is reasonably practicable.

(iii) Exception to evidence requirement – single day absences

An Employee may be absent for a single day or part thereof without evidence of personal illness or injury as required at subclause 51.4(c)(i), on not more than three (3) occasions per year of service.

(d) Notice Requirements

(i) An Employee should inform the Employer of their absence no less than eight (8) hours prior to the commencement of the rostered shift or as soon as reasonably practicable to allow the Employer to take necessary steps to assess the impact the absence has on service delivery and workload.

(ii) The notice must advise the Employer of the period, or expected period, of the leave.

(iii) The Employer will inform Employees of the procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications will be registered, detailing the time and name of the Employee.

51.5 Carer's Leave

(a) Evidence Requirements

- (i) The Employee must, if required by the Employer, establish by production of a statutory declaration or other evidence that would satisfy a reasonable person, that a member of the Employee's Immediate Family or household has either:
 - A. an illness or injury; or
 - B. an unexpected emergency,that requires their care or support.
- (ii) In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member experiencing family and domestic violence.

(b) Notice Requirements

- (i) The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence that includes:
 - A. the relationship to the Employee of the person requiring care or support;
 - B. the reasons for taking such leave; and
 - C. the estimated length of absence.
- (ii) If it is not reasonably practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence as soon as practicable.

(c) Unpaid Leave Where Accruals Exhausted

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days per occasion, provided the evidence requirements are met.

51.6 Joinery and Building Trades Products Industry Employees - Transfer of Accruals on Termination and Separation in Certain Circumstances

- (a) 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.
- (b) 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.
- (c) 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.

51.7 Employee Taken Not to be on Paid Personal Leave at Certain Times

See also clause 47 (Public Holidays) and clause 54 (Family Violence Leave)

- (a)** If the period during which an Employee takes paid personal 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 leave on that public holiday.
- (b)** If the period during which an Employee takes paid personal/carer's leave includes a period of paid family violence leave, the Employee is taken not to be on paid personal leave for the period of that paid family violence leave.

51.8 Casual Employees – Caring Responsibilities

- (a)** Subject to the evidentiary and notice requirements that apply to Carer's Leave under subclause 51.5, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's Immediate Family or household because of:
 - (i)** a personal illness, or personal injury, affecting them; or
 - (ii)** an unexpected emergency affecting them; or
 - (iii)** the birth of a child.
- (b)** The Employer 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, which may be taken as a single continuous period of up to two (2) days or any separate periods to which the Employer and Employer agree.
- (c)** The casual Employee is not entitled to any payment for the period of non-attendance.
- (d)** An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

51.9 Planned Personal Leave

- (a)** Where an Employee seeks to use accumulated personal/carer's leave for the purpose of a planned medical procedure, the Employee must give notice to the Employer as soon as reasonably practicable to allow the Employer to take necessary steps to assess the impact the absence has on service delivery and workload.
- (b)** In addition, the Employer may request of the Employee additional information from the Employee's treating medical practitioner for the purpose of assisting the Employee in returning to their substantive duties and hours of work, including:
 - (i)** the date of the medical procedure,
 - (ii)** the anticipated period of time that the Employee will be unfit for duty, and

- (iii) any reasonable adjustments that the Employer can make to assist in the Employee's return to their substantive duties and hours of work.

52. Positive Attendance Programs

- 52.1 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.
- 52.2 Health Services will undertake negotiations with their Employees to develop Positive Attendance Programs to address these problems should they exist in the workforce.
- 52.3 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 one (1) week) and upon return to the workplace.
- 52.4 Positive Attendance Programs may be developed on a financial or non-financial basis at the Employer's complete discretion.

53. Fitness for Work

53.1 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.

53.2 Addressing Concerns about Fitness for Work

- (a) In the event the Employee's manager forms a reasonable belief that an Employee may be unfit to perform their duties, the Employer will act in a timely manner to promote physical, mental and emotional health so that Employees can safely undertake and sustain work.
- (b) In this clause **reasonable belief** means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause permits an Employer to act contrary to the *Health Records Act 2001* (Vic).
- (c) In this clause **treating medical practitioner may**, where relevant, also include programs such as Union and/or Construction Industry Physical and Mental Wellbeing programs, or a psychologist.
- (d) The Employer will:
 - (i) take all reasonable steps to give the Employee an opportunity to answer any concerns which are the subject of the reasonable belief;

- (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.

53.3 Report from Treating Medical Practitioner

- (a) 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 to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work.
- (b) Where this occurs, the Employer will provide to the Employee, in writing, the concerns that form the basis of the reasonable belief to assist the Employee's treating medical practitioner.
- (c) The Employee will:
 - (i) advise the Employer of the Employee's treating medical practitioner;
 - (ii) provide a copy of the report to the Employer; and
 - (iii) meet to discuss any report.

53.4 Report from IME

- (a) If, on receipt of the report, and (where reasonably practicable) following discussion, 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 (IME).
- (b) The Employer will:
 - (i) pay for the cost of the appointment and report;
 - (ii) provide a copy of the IME report to the Employee; and
 - (iii) meet with the Employee to discuss any report.
- (c) **Information to Employee before IME**

Before the Employee attends an IME under subclause 53.4(a) above, the Employee will be provided with a copy of:

 - (i) the name of the proposed IME: and
 - (ii) any correspondence (including any supporting material) proposed to be sent to the IME.
- (d) **Employee Consultation and Right to Supplement Information**

Before attending an IME, the Employee may:

 - (i) supplement the material to be provided to the IME;

- (ii) request to meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting.

53.5 Relationship to WIRC

This clause 53 does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a WorkCover claim shall be managed in accordance with the WIRC Act including the Employer's obligation to provide a safe work environment.

53.6 Safe Work Environment is Paramount

Nothing in this subclause 53 prevents an Employer from taking any reasonable step to ensure a safe work environment.

53.7 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 53.7(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 *Equal Opportunity Act 2010* (Vic) (as amended from time to time) (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, disorder or condition that results in a person learning more slowly than those without the condition or disorder.

(ii) **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 on efficiency and productivity;
- G. the consequences for the Employer in making the adjustment,
- H. the consequences for the Employee in not making the adjustment.

54. Family Violence Leave

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic).

54.1 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.

54.2 The Employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an Employee discloses family violence.

54.3 Definitions

(a) In this Agreement, '**Family Violence**' has the same meaning as the *Family Violence Protection Act 2008 (Vic)* (**Family Violence Act**) and also has the same meaning as 'Family and Domestic Violence' in the NES. Under the Family Violence Act, 'Family Violence' is defined, in part, as:

- (i) behaviour by a person towards a family member of that person if the behaviour is:
 - A. physically or sexually abusive; or
 - B. emotionally or psychologically abusive; or
 - C. economically abusive; or
 - D. threatening; or
 - E. coercive; or
 - F. 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
 - G. 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 54.3(a)(i).

(b) Under the NES, the definition of **Family and Domestic Violence** is violent, threatening or other abusive behaviour by an Employee's close relative (as defined under the Act), Employee's household, or a current or former

intimate partner of an Employee that seeks to coerce or control the Employee and causes the Employee harm or to be fearful.

- (c) An **affected Employee** means an Employee experiencing family violence as defined.

54.4 Amount of Leave

- (a) An affected Employee (including casuals) will have access to 20 days per year of paid family violence leave.
- (b) Family violence leave is available in full (not pro-rata) at the start of each 12-month period of the Employee's employment.

54.5 Taking of Leave

- (a) An affected Employee may take family violence leave where they require time release for activities related to and as a consequence of family violence including:
 - (i) accessing police services;
 - (ii) medical and legal assistance;
 - (iii) court appearances/hearings;
 - (iv) counselling (including financial counselling/assistance);
 - (v) relocation;
 - (vi) making safety arrangements.
- (b) An Employee who supports a family member or household member experiencing Family Violence may also utilise their personal leave entitlement to accompany the family member or household member to court, to hospital, or to care for children.
- (c) The leave may be taken as consecutive or single days or as a fraction of a day.
- (d) The leave does not accumulate from year to year.

54.6 Payment of Leave

- (a) Where an Affected Employee takes a period of family violence leave under this clause 54, the Employer must pay the Employee, in relation to the period:
 - (i) for an Employee other than a casual Employee — at the Employee's full rate of pay, worked out as if the Employee had not taken the period of leave;
 - (ii) for a casual Employee — at the Employee's full rate of pay, worked out as if the Employee had worked the hours in the period for which the casual Employee was rostered.
- (b) Without limiting subclause 54.6(a)(ii), a casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours.
- (c) Subclause 54.6(a)(ii) does not prevent a casual Employee from taking a period of paid family violence leave that does not include hours for which

the casual Employee is rostered to work. However, the Employer is not required to pay the casual Employee in relation to such a period.

54.7 Designated Contact Point

The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. Employees will be advised of the designated contact point(s).

54.8 Disclosure of Family Violence and Support

- (a)** An affected Employee may disclose they are experiencing family violence to either their immediate supervisor or the designated contact point.
- (b)** Where an affected Employee makes a disclosure to their immediate supervisor, the supervisor will advise the designated contact point.
- (c)** Following consultation with the affected Employee, the relevant supervisor and designated contact point shall:
 - (i)** Implement reasonable measures to manage any potential risk to health and safety. Such measures may include:
 - A.** changing the affected Employee's hours of work, duties, location of work or contact details;
 - B.** advising security staff consistent with the Employer's occupational violence policy where applicable;
 - C.** any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
 - D.** Changes to work arrangements may be agreed on a temporary or ongoing basis having regard to the circumstance. Periods of review should also be agreed.
 - (ii)** Offer the affected Employee access to the Employer's 'Employee Assistance Program' (EAP) and/or other available local support resources. Where possible, the EAP will include professionals trained in family violence.
 - (iii)** Provide information regarding current support services.
- (d)** Where the performance or attendance of an Employee at work suffers as a result of being a victim of family violence, the Employer shall:
 - (i)** take into account the effect of the family violence; and
 - (ii)** take all reasonable measures to support attendance and / or performance when addressing the Employee's performance or attendance, taking into account all of the relevant circumstances.

54.9 Confidentiality

- (a)** All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation.
- (b)** An Employer must not, other than with the consent of the Affected Employee, use such information for a purpose other than satisfying itself in

relation to the Employee's entitlement to leave under this clause. In particular, an Employer must not use such information to take adverse action against an Affected Employee.

- (c) Subclause 54.9(b) has effect subject to subclause 54.9(d).
- (d) Nothing in this clause 54 prevents an Employer from dealing with information provided by an Affected Employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information covered by this clause that is personal information may also be regulated under the Privacy Act 1988 (Cth).

54.10 Notice and Evidence Requirements

(a) Notice Requirements

The leave can be taken without prior approval where it is impractical for the affected Employee to provide notice of taking the leave.

(b) Evidence Requirements

- (i) An affected Employee may be required by the Employer to provide evidence that their absence is due to the reasons specified in subclauses 54.5(a) and/or (b).
- (ii) If required, such evidence will be in the form of an agreed document issued by a medical practitioner, Registered health practitioner, Police service, Court, Family Violence Support Service, social support service, financial counsellor or Lawyer. A statutory declaration may also be used.

55. Compassionate Leave

55.1 When Compassionate Leave is Available

- (a) Compassionate leave may be available under this clause 55 to an Employee:

- (i) 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;
 - B. dies;
 - C. when a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or household member, if the child had been born alive; or
 - D. the Employee, or the Employee's spouse or de facto partner has a miscarriage.

(a permissible occasion)

- (b) 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.

55.2 Employees Other than Casual Employees

- (a)** An Employee is entitled to up to two (2) ordinary days' paid leave, on each permissible occasion.
- (b)** An Employee may take compassionate leave for a particular permissible occasion as:
 - (i)** a single continuous two (2) day period;
 - (ii)** two (2) separate periods of one (1) day each; or
 - (iii)** any separate periods to which the Employee and Employer agree.
- (c)** An Employee may take unpaid additional compassionate leave by agreement with the Employer.

55.3 Casual Employees

Subject to the evidence requirements described at subclause 55.4, a casual Employee is entitled to two (2) days unpaid compassionate leave on each permissible occasion. Unpaid compassionate leave under this clause may be taken as:

- (a)** a single continuous period,
- (b)** two (2) separate periods of one (1) day each, or
- (c)** any separate periods to which the Employee and Employer agree.

55.4 Evidence – All Employees

Proof of the permissible occasion must be provided that would satisfy a reasonable person, if requested.

56. Pre-Natal Leave

- 56.1** An Employee required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access their personal leave credit.
- 56.2** The Employee must give the Employer prior notice of the Employee's intention to take such leave.

57. Pre-Adoption Leave

- 57.1** An Employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- 57.2** The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days' unpaid leave.
- 57.3** Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

58. Parental Leave

This clause deals with parental leave, including paid parental leave. The issue of superannuation and parental leave (both paid and unpaid) is addressed at subclause 25.7.

58.1 Structure of Clause

This clause 58 is structured as follows:

- (a) Structure of Clause: subclause 58.1;
- (b) Definitions: subclause 58.2;
- (c) Unpaid Parental Leave: subclause 58.3;
- (d) Hospitalised Children – Agreement to Not Take Unpaid Parental Leave: subclause 58.4;
- (e) Flexible Parental Leave – Unpaid: subclause 58.5;
- (f) Paid Parental Leave: subclause 58.6;
- (g) Notice and Evidence Requirements: subclause 58.7;
- (h) Parental Leave Associated with the Birth of a Child – Additional Provisions: subclause 58.8;
- (i) Where Placement Does Not Proceed or Continue: subclause 58.9;
- (j) Special Parental Leave: subclause 58.10;
- (k) Variation of Period of Unpaid Parental Leave (up to 12 months): subclause 58.11;
- (l) Right to Request Extension of Period of Unpaid Parental Leave Beyond 12 Months: subclause 58.12;
- (m) Parental Leave and Other Entitlements: subclause 58.13;
- (n) Transfer to a Safe Job: subclause 58.14;
- (o) Returning to Work after a Period of Parental Leave: subclause 58.15;
- (p) Replacement Employees: subclause 58.16;
- (q) Communication During Parental Leave – Organisational Change: subclause 58.17; and
- (r) Keeping in Touch Days: subclause 58.18.

Other provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 56, flexible working arrangements which includes the right to request to return from parental leave on a part-time basis at clause 73, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 57 and breastfeeding at clause 58.

58.2 Definitions

For the purposes of this clause 58:

- (a) **Child** means:

- (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse;
 - (ii) in relation to adoption-related leave, a child (or children) under sixteen 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six (6) months or more (**Adopted Child**); or
 - (iii) as the case requires, includes a Stillborn Child.
- (b) **Continuous Service** includes:
- (i) continuous service with one and the same Employer, or
 - (ii) continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 60.2(c) and (e)); and
 - (iii) includes any period of employment that would count as service under the Act, and
 - (iv) an Allowable Period of absence (as defined at subclause 60.2(a)).
- (c) **Eligible Casual Employee** means a casual Employee that has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) **Eligible Employee** for the purposes of this clause 58 means an Employee who has at least six (6) months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Flexible Parental Leave** means the 100 days' unpaid parental leave an Eligible Employee may take under subclause 58.5 as part of their 52 weeks' entitlement of Parental Leave.
- (g) **Unpaid Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 58.3.
- (h) **Notional Flexible Period** is the period during which the Eligible Employee would be on Flexible Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days in a single continuous period.
- (i) **Spouse** includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.
- (j) **Stillbirth** means the delivery of a Stillborn Child.
- (k) **Stillborn Child** means:

- (i) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
- (ii) who has not breathed since delivery; and
- (iii) whose heart has not beaten since delivery.

58.3 Unpaid Parental Leave

- (a) An Eligible Employee is entitled to 12 months' Unpaid Parental Leave if:
 - (i) the leave is associated with:
 - A. the birth of a Child (including a Stillbirth) of the Eligible Employee or the Eligible Employee's Spouse; or
 - B. the placement of a Child with the Eligible Employee for adoption; and
 - (ii) the Eligible Employee has or will have a responsibility for the care of the Child, or in the case of a Stillbirth, the Eligible Employee would have had a responsibility for the care of the Child if the Child had been born alive.
- (b) Except as provided at subclause 58.5 (Flexible Parental Leave - Unpaid) and subclause 58.18 (Keeping in Touch Days), the Eligible Employee must take the leave in a single continuous period.
- (c) Each member of an Employee Couple may take a separate period of up to 12 months of Unpaid Parental Leave.
- (d) An Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 58.11 (Variation of period of unpaid parental leave – up to 12 months).

58.4 Hospitalised Children – Agreement to Not Take Unpaid Parental Leave

- (a) If:
 - (i) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:
 - A. the Child was born prematurely;
 - B. the Child developed a complication or contracted an illness during the child's period of gestation or at birth; or
 - C. the Child developed a complication or contracted an illness following the Child's birth; and
 - (ii) an Employee, whether before or after the birth of the Child, gives notice in accordance with subclause 58.7 of the taking of a period of unpaid parental leave (the original leave period) in relation to the Child;

then the Employee may agree with their Employer that the Employee will not take unpaid parental leave for a period (the permitted work period) while the Child remains in hospital.

- (b) If the Employee and Employer so agree, then the following rules have effect:

- (i) the Employee is taken to not be taking unpaid parental leave during the permitted work period;
 - (ii) the permitted work period does not break the continuity of the original leave period; and
 - (iii) the Employee is taken to have advised the Employer, for the purposes of subclause 59.8(c), of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.
- (c) The permitted work period must start after the birth of the Child.
- (d) The permitted work period ends at the earliest of the following:
- (i) the time agreed by the Employer and Employee;
 - (ii) the end of the day of the Child's first discharge from hospital after birth; or
 - (iii) if the Child dies before being discharged, the end of the day the Child dies.
- (e) Only one (1) period may be agreed to under subclause 58.5(a) for which the Employee will not take unpaid parental leave in relation to the Child.
- (f) The Employee must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:
- (i) that subclause 58.5(a)(i) applies in relation to the child;
 - (ii) that the Employee is fit for work.

58.5 Flexible Parental Leave - Unpaid

- (a) An Eligible Employee may take up to 100 days of their Unpaid Parental Leave entitlement (**Flexible Parental Leave**) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this subclause 58.5 are satisfied in relation to the leave.
- (b) The number of days of Flexible Parental Leave that the Eligible Employee takes must not be more than the number of flexible days notified to the Employer under subclause 58.7(b)(iv) (subject to any agreement under subclause 58.7(b)(v)).
- (c) **Taking Leave That Starts Up to Six (6) Weeks Before the Expected Date of Birth of the Child**
- (i) A pregnant Eligible Employee may take Flexible Parental Leave during the period that starts six (6) weeks before the expected date of birth of the Child.
 - (ii) The amount of Flexible Parental Leave to which an Eligible Employee is entitled under subclause 58.5(a) is reduced by the number of days of Flexible Parental Leave taken under subclause 58.5(c)(i).
- (d) An Eligible Employee must take the Flexible Parental Leave as:

- (i) a single continuous period of one (1) or more days; or
 - (ii) separate periods of one (1) or more days each.
- (e) An Eligible Employee may take the Flexible Parental Leave whether or not they have taken Unpaid Parental Leave under this clause 58.
- (f) An Eligible Employee may take Flexible Parental Leave after taking one (1) or more periods of unpaid Parental Leave under this clause 58 only if the total of those periods (disregarding any extension under subclause 58.11 or 58.12) is no longer than 12 months, less the employee's Notional Flexible Period, provided that the calculation for the Employee's Notional Flexible Period is based on the assumption that:
- (i) the Eligible Employee ordinarily works each day that is not a Saturday or Sunday; and
 - (ii) there are no public holidays during the period.

58.6 Paid Parental Leave

See also subclause 25.7 (Superannuation during parental leave).

- (a) An Eligible Employee commencing unpaid parental leave is entitled to paid parental leave on the following basis:
- (i) a **Primary Carer** taking Unpaid Parental Leave will be entitled to fourteen (14) weeks' paid parental leave, provided that the Unpaid Parental Leave is taken contemporaneously with the birth or placement of the Child; and
 - (ii) a **non-Primary Carer** taking Unpaid Parental Leave will be entitled to two (2) weeks' paid parental leave;

save that an Eligible Employee is not entitled to both paid Parental Leave under subclause 58.6(a)(i) and paid Parental Leave under subclause 58.6(a)(ii) in respect of the same birth or adoption.

- (b) **Primary Carer** in this subclause 58.6(a) means the person who has responsibility for the care of the Child. Only one (1) person can be the Child's Primary Carer on a particular day.
- (c) Subclause 58.6(a) is subject to subclause 58.4, in which case the Employee taking Unpaid Parental Leave may agree with the Employer that the Employee will not take Unpaid Parental Leave during the permitted work period while the Child remains hospitalised.
- (d) **Payment**

Payment for paid Parental Leave will be based on the Employee's ordinary time rate of pay provided in **Appendix 2** and will be based on the following:

- (i) **Full-time Employee** – 38 ordinary hours;
- (ii) **Part-time Employee** – the Employee's contracted hours, save that where the part-time Employee's ordinary hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation) an average of the Employee's ordinary hours over:

- A. the preceding 12 months; or
- B. the Employee's period of service where the Employee has less than 12 months service;

will apply where this is more favourable to the Employee; or

(iii) Casual Employee – average of the Employee's ordinary hours of work over the preceding 12 months.

- (e)** Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).
- (f)** The Employer and Eligible Employee may reach agreement on alternative arrangements as to how the paid Parental Leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.
- (g)** Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four (4) weeks prior to the expected date of birth or date of placement of the Child.
- (h)** In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (i)** The paid parental leave prescribed by this subclause 58.6 will be concurrent with any relevant unpaid entitlement prescribed by the NES/this Agreement.

58.7 Notice and Evidence Requirements

(a) General Requirement to Give Notice of Taking Parental Leave

An Eligible Employee must give the Employer written notice of the taking of Unpaid Parental Leave, or Flexible Parental Leave, or both, by the Eligible Employee.

(b) Notice Requirements

- (i)** The Eligible Employee must give the notice to the Employer:
 - A.** at least 10 weeks before starting any of the leave covered by the notice; or
 - B.** if that is not practicable, and:
 - (1)** the first or only period of leave covered by the notice is Unpaid Parental Leave; or
 - (2)** any of the leave covered by the notice starts before the Child's date of birth or expected date of birth;

as soon as practicable (which may be a time after any of the leave covered by the notice has started).

- (ii) However, if the first or only period of leave covered by the notice is Flexible Parental Leave, the notice may be given at any later time if the Employer agrees.
- (iii) If any of the leave covered by the notice is Unpaid Parental Leave, the notice must specify the intended start and end dates of the Unpaid Parental Leave.
- (iv) If any of the leave covered by the notice is Flexible Parental Leave, the notice must specify the total number of flexible days that the Eligible Employee intends to take.
- (v) If the Employer agrees, the Eligible Employee may:
 - A. reduce the number of flexible days, including by reducing the number of flexible days to zero; or
 - B. increase the number of flexible days, but not so as to increase the number of flexible days above 100.

(c) Taking Unpaid Parental Leave – Confirming or Changing Intended Start and End Dates

If any of the leave covered by the notice is Unpaid Parental Leave, at least four (4) weeks before the intended commencement of parental leave, or if that is not practicable as soon as practicable, the Eligible Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 58.7(a), unless it is not practicable to do so.

(d) Flexible Parental Leave – Additional Notice Requirements

- (i) The Employee must give the Employer written notice of a flexible day on which the Employee will take Flexible Parental Leave:
 - A. at least four (4) weeks before that day; or
 - B. if that is not practicable, as soon as practicable (which may be a time after the leave has started).
- (ii) If the Employer agrees, the Employee may change a day on which the Employee takes Flexible Parental Leave from a day specified in a notice under subsection 58.7(d)(i).

(e) Evidence Requirements

- (i) The Employer may require the Eligible Employee to provide evidence which would satisfy a reasonable person of:
 - A. in the case of birth-related leave:
 - (1) the date of birth, or expected date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); and
 - (2) if relevant, that their Child was Stillborn (including without limitation, a certification by a medical practitioner or

registered midwife of the child as having been delivered);
or

- B.** in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (f)** An Employee will not be in breach of this subclause 58.77 if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other unexpected circumstances. In these circumstances the notice and evidence requirements of this subclause 58.7 should be provided as soon as reasonably practicable.

58.8 Parental Leave Associated with the Birth of a Child – Additional Provisions

- (a)** Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Unpaid Parental Leave at any time up to six (6) weeks immediately prior to the expected date of birth.

(b) Six Weeks Before the Birth

- (i)** Where a pregnant Eligible Employee continues to work during the six (6) week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that they are fit for work and, if so, whether it is inadvisable for them to continue in their present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

- (ii)** Where a request is made under subclause 58.8(b)(i) and an Eligible Employee:

- A.** does not provide the Employer with the requested certificate within seven (7) days of the request; or

- B.** within seven (7) days after the request gives the Employer a medical certificate stating that the Eligible Employee is not fit for work;

the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.

- (iii)** Where a request is made under subclause 58.8(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in their present position during a stated period, subclause 58.14 (Transfer to a safe job) will apply.

58.9 Where Placement Does Not Proceed or Continue

- (a)** Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee will notify the Employer immediately.

- (b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption-related leave is not affected, except where the Employer gives written notice under subclause 58.9(c).
- (c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken unpaid adoption-related leave is cancelled with effect from that day.
- (d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four (4) weeks from receipt of notification for the Eligible Employee's return to work.

58.10 Special Parental Leave

(a) Entitlement to Unpaid Special Birth-Related Leave

- (i) An Eligible Employee is entitled to a period of unpaid special leave if they are not fit for work during that period because:
 - A. they have a pregnancy-related illness affecting them; or
 - B. all of the following apply:
 - (1) they have been pregnant; and
 - (2) the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child; and
 - (3) the birth is not a Stillbirth.
- (ii) An Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this subclause 58.10(a).
- (iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(b) Entitlement to Paid Special Birth-Related Leave

- (i) An Eligible Employee is entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.
- (ii) Paid special leave is paid leave up to the amount of paid leave available under subclause 58.6(a)(i) (plus superannuation) based on the amount of leave taken, in circumstances where the Employee intended to take Unpaid Parental Leave at the time of birth or placement.
- (iii) Paid special leave is in addition to any unpaid special leave taken under subclause 58.10(a)(i).

- (iv) Paid leave available under subclause 58.6(a)(ii) will also apply in these circumstances.

(c) Evidence

- (i) If an Eligible Employee takes leave under this subclause 58.10 the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 58.10(a)(i) or 58.10(b)(i) or to provide a certificate from a registered medical practitioner.
- (ii) The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

58.11 Variation of Period of Unpaid Parental Leave (up to 12 months)

(a) Where an Eligible Employee has:

- (i) given notice of the taking of a period of Unpaid Parental Leave under subclause 58.3;
- (ii) the length of this period of Unpaid Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Unpaid Parental Leave; and

commenced the period of Unpaid Parental Leave; the Eligible Employee may change the period of parental leave on one (1) occasion. Any change is to be notified (including the new end date for the leave) as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements. Nothing in this subclause 58.11 detracts from the basic entitlement in subclause 58.3 (Unpaid Parental Leave) or subclause 58.12 (Right to request an extension of period of unpaid parental leave beyond 12 months).

(b) The Eligible Employee's available parental leave period is 12 months, less any periods of the following kinds:

- (i) a period of Unpaid Parental Leave that the Employee has been required to take under subclause 58.8(b)(ii) or 58.14(b)(v);
- (ii) if the Employee has given notice in accordance with subclause 58.7(b) of the taking of Flexible Parental Leave—a period equal to the Employee's Notional Flexible Period.

(c) If the Employer and Eligible Employee agree, the Eligible Employee may further change the period of parental leave.

58.12 Right to Request an Extension of Period of Unpaid Parental Leave Beyond 12 Months

(a) An Eligible Employee entitled to Unpaid Parental Leave pursuant to the provisions of subclause 58.3 may request the Employer to allow the Eligible Employee to extend the period of Unpaid Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave period.

(b) Request to be in Writing

The request must be in writing and must be given to the Employer at least four (4) weeks before the end of the available parental leave period.

(c) Response to be in Writing

- (i) The Employer must give the Eligible Employee a written response to the request within 21 days.
- (ii) The response must:
 - A. state that the Employer grants the request;
 - B. if, following discussion between the Employer and Employee, the Employer and Employee agree to an extension of unpaid parental leave for a period that differs from the period requested – set out the agreed extended period; or
 - C. state that the Employer refuses the request.

(d) Refusal Only in Specific Circumstances

The Employer may refuse the request only if:

- (i) the Employer has:
 - A. discussed the request with the Employee; and
 - B. genuinely tried to reach an agreement with the Employee about an extension of the period of unpaid parental leave;
- (ii) the Employer and the Employee have not reached such an agreement;
- (iii) the Employer has had regard to the consequences of the refusal for the Employee; and
- (iv) the refusal is on reasonable business grounds.

(e) Reasons For Refusal to Be Specified

Where the Employer refuses the request, the written response must include:

- (i) details of the reasons for the refusal;
- (ii) the Employers particular business grounds for refusal and an explanation of how these grounds apply to the Employee's request;
- (iii) either:
 - A. set out the extension to the period of unpaid parental leave (other than the period requested) that the Employer would be willing to agree to; or
 - B. state that there is no extension of the period that the Employer would be willing to agree to; and
- (iv) set out the effect of subclause 58.12(g), including if a dispute is referred to the Commission.

(f) No Extension Beyond 24 Months

An Eligible Employee is not entitled to extend the period of Unpaid Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

(g) Disputes

The dispute resolution procedure in the Agreement will apply to any grievance/dispute arising in relation to a request for an extension of unpaid parental leave beyond 12 months.

58.13 Parental Leave and Other Entitlements

An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Parental Leave, save that taking that leave does not have the effect of extending the period of Parental Leave. If the Employee does so, the taking of that other paid leave does not break the continuity of the period of Parental Leave.

58.14 Transfer To a Safe Job

(a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that they are fit for work but it is inadvisable for the Employee to continue in their present position for a stated period (the risk period) because of:

- (i)** illness or risks arising out of the pregnancy; or
- (ii)** hazards connected with the position;

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

(b) Paid No Safe Job Leave

- (i)** If:
 - A.** subclause 58.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available;
 - B.** the Eligible Employee is entitled to Unpaid Parental Leave; and
 - C.** the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 58.7 for taking Unpaid Parental Leave;

then the Eligible Employee is entitled to paid no safe job leave for the risk period.

- (ii)** If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's ordinary hours rate of pay for the Eligible Employee's ordinary hours of work in the risk period.
- (iii)** This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.
- (iv)** If an Eligible Employee, during the six (6) week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate

within seven (7) days stating whether the Eligible Employee is fit for work.

- (v) If the Eligible Employee has either:
 - A. not complied with the request from the Employer; or
 - B. provided a medical certificate stating that they are not fit for work;then the Eligible Employee is not entitled to paid no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

(c) Unpaid No Safe Job Leave

If:

- (i) subclause 58.14(a) applies to a pregnant Employee but there is no appropriate safe job available;
- (ii) the Employee will not be entitled to Unpaid Parental Leave as at the expected date of birth; and
- (iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate);

then the Employee is entitled to unpaid no safe job leave for the risk period.

58.15 Returning To Work After a Period of Parental Leave

- (a) An Eligible Employee will endeavour to notify the Employer of their intention to return to work after a period of Unpaid Parental Leave at least four (4) weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
 - (i) unless subclause 58.15(b)(ii) or subclause 58.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 58.14), to the new position;
 - (iii) if subclause 58.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 58.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 58.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 58.15(b) and 58.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.

- (e) The Employer must not fail to re-engage an Eligible Employee because:
 - (i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or
 - (ii) the Eligible Employee is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause 58.
- (g) **Stillbirth or Death of Child – Cancelling Leave or Returning to Work**
 - (i) In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the child's date of birth, then an Eligible Employee who is entitled to a period of parental leave in relation to the Child may:
 - A. before the period of leave starts, give their Employer written notice cancelling the leave; or
 - B. if the period of leave has started, give their Employer written notice that the Employee wishes to return to work on a specified day (which must be at least four (4) weeks after the date on which the Employer receives the notice).
 - (ii) Where notice under subclause 58.15(g)(i) is given, the Employee's entitlement to Parental Leave in relation to the Child ends:
 - A. if the action is taken under subclause 58.15(g)(i)A, immediately after the cancellation of the leave; or
 - B. if the action is taken under subclause 58.15(g)(i)B, immediately before the specified day.
 - (iii) This subclause 58.15(g) does not limit subclause 58.11(b) (dealing with the Employee varying the period of unpaid parental leave with the agreement of the Employer).
- (h) **Employee Who Ceases to Have Responsibility for Care of Child**
 - (i) This subclause 58.15(h) applies to an Employee who has taken unpaid Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:
 - A. of a Stillbirth; or
 - B. the Child dies during the 24-month period starting on the child's date of birth.
 - (ii) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.
 - (iii) The specified day:
 - A. must be at least four (4) weeks after the notice is given to the Employee; and

- B.** if the leave is birth-related leave taken by an Employee who has given birth, must not be earlier than six (6) weeks after the date of birth of the Child.
- (iv)** The Employee's entitlement to Parental Leave in relation to the Child ends immediately before the specified day.

58.16 Replacement Employees

- (a)** A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.
- (b)** Before the Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-parental leave position.

58.17 Communication During Parental Leave – Organisational Change

- (a)** Where an Eligible Employee is on parental leave and the Employer proposes a change or makes a decision that will have a significant effect within the meaning of clause 13 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position and/or on the status, pay or location of the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 13 (Consultation) which include but are not limited to providing:
 - (i)** information in accordance with subclause 13.4; and
 - (ii)** an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee's representative in accordance with subclause 13.6.
- (b)** The Eligible Employee will endeavour to take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.
- (c)** The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 58.17.
- (d)** The Eligible Employee's pre-parental leave position is:
 - (i)** unless subclause 58.17(d)(ii) below applies, the position the Eligible Employee held before starting parental leave;
 - (ii)** if, before starting parental leave, the Eligible Employee:
 - A.** was transferred to a safe job because of their pregnancy; or
 - B.** reduced their working hours due to their pregnancy;the position the Eligible Employee held immediately before that transfer or reduction.

58.18 Keeping In Touch Days

- (a)** This clause 58 does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Parental Leave.
- (b)** Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
 - (i)** the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;
 - (ii)** both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day;
 - (iii)** the day is not within:
 - A.** if the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - B.** otherwise – 42 days after the date of birth, or day of placement, of the Child; and
 - (iv)** the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days, subject to subclause 58.18(e)(ii).
- (c)** The duration of the work the Eligible Employee performs on that day is not relevant for the purposes of subclause 58.18(b).
- (d)** The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (e)** For the purposes of subclause 58.18(b)(iv) the following will be treated as two (2) separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to ten (10) keeping in touch days during each period of leave):
 - (i)** a period of Unpaid Parental Leave taken during the Eligible Employee's available parental leave period under subclause 58.3 (Unpaid Parental Leave) and 58.11 (Variation of period of unpaid parental leave (up to 12 months)); and
 - (ii)** an extension of the period of Unpaid Parental Leave under subclause 58.12 (Right to request an extension of period of unpaid parental leave beyond 12 months).
- (f)** Subclause 58.18(a) does not apply in relation to the Eligible Employee on and after the first day on which the Employee takes flexible unpaid parental leave in relation to the Child.

59. Breastfeeding

59.1 Paid Break

Each Employer will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one (1) year after the child's birth.

59.2 Place to Express or Feed

Employers will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk or breastfeed a child in privacy.

59.3 Storage

Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the Employee.

60. Long Service Leave

60.1 Long service leave shall be in accordance with the *Long Service Leave Act 2018* (Vic) (**LSL Act**), as amended from time to time, subject to the following supplementary provisions which apply as follows, with effect from the date on which this Agreement commences:

- (a) In the case of full-time and part-time Employees, this clause applies in its entirety; and
- (b) In the case of casual Employees, only clauses 60.7(a), 60.10 and 60.11, apply.

60.2 Definitions

The following meanings shall apply to the terms referred to below for the purposes of this clause unless a contrary intention is apparent:

- (a) **Allowable Period of Absence** means five (5) weeks in addition to the total period of paid annual or long service leave which the Employee actually receives on termination or for which the Employee is paid in lieu.
- (b) **Continuous Employment** has the meaning given in sections 12-14 and 57 of the LSL Act and includes continuous employment with the same Employer plus any prior continuous employment of six (6) months or more with one (1) or more Employers, Institutions or Statutory Bodies.
- (c) **Institution** means any Employer, hospital or benevolent home, community health centre, Society or Association:
 - (i) named in **Appendix 1** of this Agreement; or
 - (ii) that was registered and subsidised pursuant to the *Health Services Act 1988* (Vic) or the former *Hospital and Charities Act 1958* (Vic); or
 - (iii) the Cancer Institute constituted under the *Cancer Act 1958* (Vic); or
 - (iv) the Fairfield Hospital Board; or
 - (v) the Bush Nursing Association, and successors thereto.

- (d) **Statutory Body** means the Hospital and Charities Commission of Victoria, the Health Commission of Victoria, the Victorian Department of Health and the NMBA, and successors thereto.

60.3 Entitlement to Long Service Leave

At any time after completing seven (7) years of Continuous Employment, an Employee is entitled to an amount of long service leave on ordinary pay equal to 1/30th of the Employee's total period of Continuous Employment less any period of long service leave taken during that period.

Note: This equates to approximately 12.13 weeks' long service leave after completing seven (7) years' Continuous Employment. In other words, the entitlement under this clause is double the Employee's equivalent entitlement under the LSL Act.

- 60.4** The entitlement under subclause 60.3 is inclusive of any public holiday occurring during the period when leave is taken.

60.5 How Leave is to be Taken

The entitlement under subclause 60.3 may be taken as follows:

- (a) an Employee may request to take up to 50% of the total long service leave entitlement in any number of periods of no less than one (1) day. Where such a request is made, the Employer must grant the Employee's request as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request; and
- (b) the remaining 50% of the Employee's entitlement may be taken in any number of periods of no less than one (1) week, as agreed between the Employee and the Employer, or as otherwise agreed between the Employer and Employee as part of a transition to retirement.

***Example:** If an Employee's Continuous Employment for the purposes of subclause 60.3 is 10 years, then their total entitlement to long service under subclause 60.3 would be approximately four (4) months' leave. Of that period, the Employee may request to take 50% (i.e. two (2) months) in blocks of between 1 day and 1 week. The remaining 50% must be taken in blocks of 1 week or more unless otherwise agreed as part of a transition to retirement.*

60.6 Periods That Do Not Break Continuous Employment, but Do Not Count Towards Continuous Employment

Unless otherwise agreed in writing in advance between the Employer and the Employee, any period between the employment with one Institution or Statutory Body that is equal to or less than the Allowable Period of Absence from employment, will not break Continuous Employment, but will not count towards the Employee's Continuous Employment for the purpose of calculating the Employee's long service leave entitlement.

60.7 Payment on Termination of Employment

- (a) **Interpretation**

For the purposes of clause 60, termination of employment has its ordinary meaning, provided that it is taken to occur upon conversion from full-time or part-time employment to casual employment.

(b) Basic Entitlement at Termination of Employment

Except where an election is made under subclause 60.7(c) below, an Employee is entitled to payment in lieu of accrued untaken long service leave upon termination of employment if, as at the termination date the Employee has an entitlement to take long service leave under subclause 60.3.

(c) Election for Payment of Entitlement or Transfer of Entitlement at Termination

(i) Subject to subclause (b) below, an Employee who, upon termination of employment:

- A.** is eligible to take long service leave under subclause 60.3 but has accrued less than 15 years' Continuous Employment; and
- B.** who intends to be re-employed by another Institution or Statutory Body on a full-time or part-time basis,

may request in writing that payment for accrued long service leave be deferred until after the Employee's Allowable Period of Absence has expired.

(ii) If, prior to the expiration of the Allowable Period of Absence, the Employee notifies the initial Employer in writing that they have been employed by such an employer, and the employment is on a full-time or part-time basis, the initial employer is no longer required to make payment to the Employee in respect of such service.

(iii) Where the notice referred to in subclause 60.7(c)(ii) is not provided prior to or within the Allowable Period of Absence, the initial Employer will, upon the expiration of the Allowable Period of Absence, make payment in lieu of long service leave as per subclause 60.7(b).

60.8 Proof of Sufficient Aggregate of Service

(a) The onus of proving a sufficient aggregate of Continuous Employment to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A certificate in the following form will constitute acceptable proof:

CERTIFICATE OF SERVICE
[Name of Institution] [date]
This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date].
Specify hereunder the dates of any period of casual employment worked by [Name of Employee] during the period of employment:
.....

Specify hereunder full details of any additional service with a different Institution or Statutory Body that was recognised by [Name of Institution]:

.....

Specify hereunder full details of paid leave, unpaid leave or absences (including whether any such period constitutes Continuous Employment), and periods represented by a payment made in lieu of leave or a transfer of leave upon termination of employment:

.....

Specify hereunder full details of long service leave granted during service or on termination:

.....

Specify hereunder if [Name of Employee] remains employed by [Name of Institution] as at the date of this Certificate:

.....

Signed[Stamp of institution]

Note: Upon receipt of this Certificate of Service, please contact [insert details of contact person at the Institution] to confirm if you have recognised any period of Continuous Employment, and if so, the period so recognised.

(b) An Employer must provide to the Employee a certificate in this form, or a substantially similar form, upon termination of employment, including where the Employee continues to be employed as a casual Employee by the Employer.

60.9 Effect of Taking or Being Paid in Lieu of Long Service Leave on an Employee’s Commencement Date

For the removal of doubt, where an Employee has received long service leave or payment in lieu of long service leave from an Institution or Statutory Body, this does not alter the Employee’s commencement date for the purpose of calculating the Employee’s total period of Continuous Employment.

Example: An Employee, upon reaching 15 years’ Continuous Employment with employer A, resigns. The Employee receives payment in lieu of the six (6) months’ Long Service Leave (LSL) that had accrued. Within the Allowable Period of Absence, the Employee commences employment with employer B. The 15 years’ Continuous Employment with employer A counts as Continuous Employment with employer B for the purposes of LSL. The Employee is entitled to two (2) months’ LSL after five (5) years’ Continuous Employment with employer B. The Employee is not entitled to any further benefit for the period of Continuous Employment with employer A.

60.10 Concurrent Service

- (a) Subject to subclause 60.10(b), concurrent service with two (2) or more Employers remains separate and distinct.
- (b) In the case of an Employee who elects to transfer a period of Continuous Employment to a new Employer in accordance with subclause 60.7(c), but retains concurrent employment with the first employer as a casual Employee, then:
 - (i) the first Employer will no longer be liable for the service that is transferred (because the service has transferred to the new Employer); and
 - (ii) any casual service that occurs with the first Employer after the transfer will be considered separate and distinct service, provided that:
 - A. the Employee's prior service with the first Employer can be counted when calculating any future entitlement to long service leave with the first Employer;
 - B. no benefit to long service leave will arise with the first Employer in respect of the prior period of employment with the first Employer; and
 - C. the Employee's prior service with the first Employer is to be disregarded when calculating the Employee's normal weekly hours with the first Employer (e.g. for the purpose of sections 16 and 17 of the LSL Act).

60.11 Savings

- (a) The application of subclauses 60.7(c), and 60.10 is subject to the Unions and/or VHIA obtaining an opinion from the Industrial Division of the Magistrates Court that determines generally the rights of applicable Employees under this Agreement under subsection 23(2) of the LSL Act that the long service leave entitlements provided by this Agreement are more favourable than those provided by the LSL Act.
- (b) No Employee shall otherwise suffer any detriment as a result of the operation of this clause to their entitlement to long service leave existing immediately prior to the coming into force of this clause.

61. Leave to Engage in Voluntary Emergency Management Activities

- 61.1** An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to paid/unpaid leave for:
 - (a) time when the Employee engages in the activity;
 - (b) reasonable travelling time associated with the activity; and
 - (c) reasonable rest time immediately following the activity.
- 61.2** The Employee must advise the Employer as soon as reasonably practicable if the Employee is requested to attend a voluntary emergency management activity

and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.

- 61.3** Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 61.4** An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.
- 61.5** The leave under this clause 60 will be paid up to two (2) weeks, save that approval of paid leave is subject to the operational requirements of the Employer resulting from any emergency.
- 61.6** Nothing in this clause 60 limits the ability of an Employee to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

62. Ceremonial Leave

- 62.1** An Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the Employer.
- 62.2** Where an Employer receives a request to substitute a public holiday in accordance with subclause 47.6 of this Agreement for a day during NAIDOC week, the Employer will consider all the circumstances including:
 - (a)** any reason identified by the Employee with respect to the request; and
 - (b)** the operational requirements of the Employer,
 - (c)** in determining whether to grant the Employee's request.
- 62.3** An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.

63. Jury Service

- 63.1** An Employee required to attend for Jury Service during ordinary working hours must be paid the difference between the amount paid by the state of Victoria in respect of attendance for the Jury Service and the amount the Employee could have reasonably expected to receive from the Employer as earnings for that period had the Employee attended for work.
- 63.2** An Employee must notify the Employer as soon as possible of the date(s) when the Employee is required to attend for Jury Service. Further, the Employee must give their Employer written evidence of attendance, the duration of the attendance and the amount paid for the Jury Service.

64. Absences on Defence Leave

This clause does not apply to casual Employees.

- 64.1** An Employee absent on defence service will be reimbursed by the Employer an amount equal to the difference between:
- (a) the amount paid in respect of a period during which the Employee was absent on defence service (as defined below); and
 - (b) the amount the Employee could reasonably have received from the Employer as earnings for that period had the Employee not been absent on defence service.
- 64.2** An Employee will notify the Employer as soon as possible of the date they require leave for defence service. The Employee will give the Employer proof that the absence relates to defence service, the duration of such absence and the amount received for the relevant defence service period.
- 64.3** In this clause 'absence [or absent] on defence service' has the meaning contained in section 24A of the *Defence Reserve Service (Protection) Act 2001* (Cth), as amended from time to time.

Example: The Employee is on Defence Service leave for the duration of a particular pay period. Were the Employee not on Defence Service leave in that pay period they would have worked on the Sunday and Monday evening shift of each week of the pay period. The Employee is entitled to payment as though at work for each of the Sunday and Monday evening shifts, less the amount of payment (not including reimbursements) from the Defence Service for the equivalent time of the Sunday and Monday evening shifts.

65. Special Disaster Leave

- 65.1** Special disaster leave of up to three (3) days per calendar year is payable where:
- (a) the Employee is a full-time or part-time Employee;
 - (b) personal/carers leave is not available either because the Employee has exhausted the accrual or the circumstance does not qualify for personal/carers leave; and
 - (c) the Employee is unable to attend work due to a disaster (such as fire or flood) where:
 - (i) the Employee's residence is damaged or under imminent threat of major damage;
 - (ii) the lives or safety of their immediate family or household members are threatened; or
 - (iii) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.
- 65.2** Special disaster leave is non-cumulative.

66. Training of Safety Reps & Workplace Relations Training Leave

- 66.1** In accordance with the requirements of the *Occupational Health and Safety Act 2004* (as amended from time to time) an Employee, upon election as a HSR, shall

be granted leave to undertake an appropriate introductory or refresher HSR'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.

- 66.2** 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.

67. Study Leave

67.1 Quantum of Study Leave Available

- (a) Full-time and part-time Employees will be entitled to 104 hours paid study leave per annum to support training and development appropriate to the nature and particular needs of the Employer and recognised competency standards.
- (b) A part-time Employee will be entitled to paid study leave on a pro-rata basis.

67.2 When Paid Study Leave is Available

- (a) Where a course of study, training or units of competency are of relevance to the Employee's employment, having regard to the inherent requirements of the Employee's role and/or the duties required to be performed by the Employer, the Employer will not withhold consent.
- (b) Paid study leave may be taken as mutually agreed by, for example, four (4) hours per week, eight (8) hours per fortnight or in blocks of 38 hours.
- (c) Paid study leave may, where mutually agreed, be used for the purpose of completing online or in-person components of the approved study, including for the purpose of undertaking placement that cannot be provided by their Employer.
- (d) Paid study leave pursuant to this clause does not accumulate from year to year.
- (e) In all circumstances, the leave will be made available to the Employee(s) in the year in which the application is made.

67.3 Application for Paid Study Leave

- (a) An Employee wishing to take study leave must:
 - (i) apply in writing to the Employer as early as possible prior to the proposed leave date; and
 - (ii) include with this application:
 - A. details of the type of study and institution in which the Employee is enrolled, or proposes to enrol; and
 - B. details of the relevance of the course to the Employee's employment.

67.4 Response to Application for Paid Study Leave

- (a)** The Employer will notify the Employee of whether or not their request for study leave has been approved within seven (7) days of the application being made.
- (b)** Where the number of staff seeking to take study leave at any one time causes operational difficulties, the Employer and Employee(s) concerned will seek to reach agreement at a local level about the timeframe in which the leave is taken.
- (c)** Any dispute arising under this clause 67, will be resolved in accordance with clause 14 (Dispute Resolution Procedure).

67.5 Temporary Changes to Existing Contract to Undertake Study or Employment Opportunities

- (a)** An Employee who has been engaged on a full-time or part-time basis with the Employer for at least 12 months may request temporary changes to their existing contract of employment for the purpose of undertaking study or an employment opportunity outside the Employer that is of benefit to the career pathway of the Employee within the public health sector.
- (b)** For the purpose of this clause 67, temporary changes mean the following:
 - (i)** an unpaid leave of absence for no longer than 12 months;
 - (ii)** a variation to their existing contract of employment to reduce their working hours for no longer than 12 months;
 - (iii)** a request to flexibly use accrued Long Service Leave or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status.
- (c)** An Employee may only request temporary changes in accordance with this clause 67.5 for one (1) course of study or employment opportunity over the life of this Agreement unless otherwise agreed by the Employer.
- (d)** Where mutually agreed, the Employee may request temporary changes to their existing contract of employment for multiple periods, the quantum of which does not exceed 12 months over the life of this Agreement.

PART 8 – UNION MATTERS AND BEST PRACTICE EMPLOYMENT COMMITMENT

68. Union Matters

68.1 Delegates and HSRs

NOTE: Additional rights of HSRs are contained in the OHS Act.

- (a) In this subclause 68.1 **Representative** means a Union Delegate, or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:
 - (i) attend to matters relating to industrial relations (such as preparation for and attendance at enterprise bargaining meetings), occupational health and safety or other relevant matters such as assisting with grievance procedures, attending committee meetings and facilitating posting to noticeboards in secure areas (subject to occupational health and safety or other reasonable requirements of the Employer);
 - (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Union member;
 - (iii) appear as a witness or participate in conciliation or arbitration, before the Commission;
 - (iv) present information on the Union at orientation sessions for new Employees.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

68.2 Noticeboard

- (a) A noticeboard for the Union's use will be readily accessible in each work area where persons eligible to be members of the Union are employed, unless otherwise agreed by the Local Workplace Implementation Committee referred to in clause 69.
- (b) The Union/s and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Union.
- (c) Where an Employer cannot facilitate noticeboards pursuant to subclause 68.2(a) as they operate in a building that is not owned by the Employer, the Employer and Union/s will, as soon as reasonably practicable, implement an electronic noticeboard or other mutually agreed arrangement to give effect to subclause 68.2(a); this may include, but is not limited to:

- (i) Centralised noticeboard(s) (e.g. a noticeboard in the staff cafeteria, but not in each work area;
 - (ii) The Employer providing a link on the staff intranet page that directs staff to the Union/s website;
 - (iii) Additional reasonable time release for Representatives to attend to industrial matters associated with distributing Union communications that otherwise would be placed on noticeboards.
- (d) Where discussions referred to in 68.2(c) are unsuccessful, either party may refer the matter to the FWC in accordance with clause 14 – Dispute Resolution Procedure.

69. Local Workplace Implementation Committee

- 69.1** Each Employer shall establish a Workplace Implementation Committee (WIC) which may include local and state Union representatives.
- 69.2** The WIC shall address local matters directed to the implementation of the Agreement.
- 69.3** Where a scheduled meeting is cancelled by either party, the responsible party will propose an alternative time within four (4) weeks of the previously scheduled meeting.

70. Best Practice Employment Commitment

- 70.1** The parties agree to establish a committee to discuss Best Practice Employment Commitments (BPEC) during the life of the Agreement (**BPEC Committee**) on matters which include:
- (a) monitoring the implementation of the Agreement;
 - (b) the review of renewal processes for fixed term employment;
 - (c) implementation of a best practice guide to address emerging equity issues arising from flexible working arrangements;
 - (d) exploring the increase of employment opportunities for Aboriginal & Torres Strait Islander People, women and mature age workers;
 - (e) reviewing the use of Supplementary Labour by Health Services throughout the life of the Agreement;
 - (f) reviewing clause 40 (Hours of Work) with a view to achieve commonality across the trade groups and create opportunities for flexible rostering practices;
 - (g) any legislative requirement to undertake gender equity activities; and
 - (h) template change impact statements.
- 70.2** The BPEC Committee will schedule a minimum of three (3) meetings per year.
- 70.3** The BPEC Committee will comprise nominated representatives from the Unions, the VHIA and the Department (as required). The BPEC Committee may, by agreement, establish subgroups or delegate individual matters to a relevant Health Service(s) as required.

PART 9 - CLASSIFICATION AND STAFFING

71. Classifications Definitions and Wages

71.1 The classification descriptors are set out in **Appendix 4** (Classification Structure).

71.2 The weekly full-time wage rates applicable to each classification during the period that this Agreement operates are set out in **Appendix 2** (Wage Rates).

71.3 Classifying Employees

(a) The classification of all Employees (including a reclassification request) will be determined in accordance with the classification descriptors in **Appendix 4** (Classification Structure) which describe matters including:

- (i) the qualification and/or licence/registration held by an Employee,
- (ii) the demonstrated equivalent skills/competencies exercised by an Employee, and/or
- (iii) the years of experience of an Employee.

(b) Maintenance Work (as defined) is covered by this Agreement and Employers will not employ such maintenance workers under the handyperson classifications under the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025* or its successors.

71.4 Metal Industry Employees

An employee employed as an Engine Drivers & Firemen Industry Employee under the 2017 Agreement will translate to and be classified as a Metal Industry Employee from the FFPPOOA 1 September 2023.

71.5 Changes to Classification Structure

From the FFPPOOA 1 September 2023, employees employed in a classification set out in:

- (a) Schedule B (Wages and Wage Based Allowances – Plumbing Industry Employees);
- (b) Schedule C (Wages and Wage Based Allowances – Metal Industry Employees);
- (c) Schedule D (Wages and Wage Based Allowances – Joinery & Building Trades Products Industry Employees); or
- (d) Schedule E (Wages and Wage Based Allowances – Engine Drivers & Firemen Industry Employees),

of the 2017 Agreement (**Existing Employees**) will translate to the new classification structure contained at **Appendix 4** as follows:

Classification under the 2017 Agreement	Classification under this Agreement
PLUMBING INDUSTRY EMPLOYEES	

Classification under the 2017 Agreement	Classification under this Agreement
Plumber 1st Year (RI1)	Level 5 – Qualified Plumbing Trades OR Level 6 – Registered Plumbing Trades if an employee has provided evidence of plumbing registration.
Plumber 2nd Year (RI2)	Level 5 – Qualified Plumbing Trades OR
Plumber 3rd Year (RI3)	Level 7 – Industry Skilled Registered Plumbing Trades if an employee has provided evidence of plumbing registration.
Plumber Yr 5 (Senior) (SJ15)	
Plumber Labourer Year 1 (RL1)	Level 1 – Plumbing Trades Assistant OR
Plumber Labourer Year 2 (RL2)	Level 1.1 – Plumbing Trades Assistant if an Employee has three (3) or more years of Experience (as defined at Appendix 4) as at FFPPOOA 1 September 2023.
Plumber Labourer Year 3 (RL3)	
Plumber Labourer Yr 5 (Senior) (SJ16)	
Apprentice Plumber Year 1 (RL6)	Plumbing Industry Apprentice – Stage 1
Apprentice Plumber Year 2 (RL7)	Plumbing Industry Apprentice – Stage 2
Apprentice Plumber Year 3 (RL8)	Plumbing Industry Apprentice – Stage 3
Apprentice Plumber Year 4 (RL9)	Plumbing Industry Apprentice - Stage 4
Drainer 1st Year (RN1)	Level 3 – Base Plumbing Trades
Drainer 2nd Year (RN2)	
Drainer 3rd Year (RN3)	Level 4 – Industry Skilled Plumbing Trades
Drainer Yr 5 (Senior) (SJ17)	
METAL INDUSTRY EMPLOYEES	
Mechanical Tradesman Yr 1 (SJ7)	Level 3 – Base Metal Trades
Mechanical Tradesman Yr 2 (SJ8)	Level 4 – Industry Skilled Metal Trades
Mechanical Tradesman Yr 3 (SJ9)	

Classification under the 2017 Agreement	Classification under this Agreement
Mechanical Tradesman Yr 5 (Senior) (SJ10)	
Motor Mechanic (SK2)	<p>Level 3 – Base Metal Trades</p> <p>OR</p> <p>Level 4 – Industry Skilled Metal Trades if as at the FFPPOOA 1 September 2023 Employee has more than one (1) year of Experience (as defined at Appendix 4) in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision (as defined at Appendix 4).</p>
Motor Mechanic Yr 5 (Senior) (SJ11)	Level 4 – Industry Skilled Metal Trades
App Mech Trades Yr 1 (SL1)	Metal Industry Apprenticeship – Year 1
App Mech Trades Yr 2 (SL2)	Metal Industry Apprenticeship – Year 2
App Mech Trades Yr 3 (SL3)	Metal Industry Apprenticeship – Year 3
App Mech Trades Yr 4 (SL4)	Metal Industry Apprenticeship - Year 4
Electrical Tradesman (SN1)	<p>Level 5 – Qualified Electrical Trades</p> <p>OR</p> <p>Level 6 – Licenced Electrical Trades if an Employee has provided evidence of having obtained an electrician licence (A-Grade)</p> <p>OR</p> <p>Level 7 – Industry Skilled Licenced Electrical Trades if as at the FFPPOOA 1 September 2023 Employee has provided evidence of having obtained an electrician licence (A-Grade), has more than one (1) year of Experience (as defined at Appendix 4) in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision (as defined at Appendix 4).</p>

Classification under the 2017 Agreement	Classification under this Agreement
Electrical Tradesman Yr 5 (Senior) (SJ12)	Level 5 – Qualified Electrical Trades OR Level 7 – Industry Skilled Licenced Electrical Trades if an Employee has provided evidence of having obtained an electrician licence (A-Grade)
Elect Trades Complex (SN2)	
Elect Trades Complex Yr 5 (Senior) (SJ13)	
App Elect Trades Yr 1 (SP4)	Metal Industry Apprenticeship – Year 1
App Elect Trades Yr 2 (SP5)	Metal Industry Apprenticeship – Year 2
App Elect Trades Yr 3 (SP6)	Metal Industry Apprenticeship – Year 3
App Elect Trades Yr 4 (SP7)	Metal Industry Apprenticeship - Year 4
Prime Maint Oper Gr 1 (SR3)	Level 1 – Metal Trades Assistant OR Level 1.1 – Metal Trades Assistant if an Employee has three (3) or more years of Experience (as defined at Appendix 4) as at the FFPPOOA 1 September 2023.
Prime Maint Oper Gr 1 Yr 5 (Senior) (SJ35)	
Prime Maint Oper Gr 2 (SR4)	
Prime Maint Oper Gr 2 Yr 5 (Senior) (SJ14)	
Tradesmans Assistant (SR8)	
JOINERY & BUILDING TRADES PRODUCTS INDUSTRY EMPLOYEES	
Joiner –Setter Out (RD22)	Level 3 – Base Joinery and Building Trades OR Level 4 – Industry Skilled Joinery and Building Trades if as at the FFPPOOA 1 September 2023 Employee has more than one (1) year of Experience (as defined at Appendix 4) in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision (as defined at Appendix 4).
Joiner – Setter Out Yr 5 (Senior) (SJ18)	Level 4 – Industry Skilled Joinery and Building Trades
Carpenter Shopfitting (RD55)	Level 3 – Base Joinery and Building Trades

Classification under the 2017 Agreement	Classification under this Agreement
	<p>OR</p> <p>Level 4 – Industry Skilled Joinery and Building Trades if as at the FFPPOOA 1 September 2023 Employee has more than one (1) year of Experience (as defined at Appendix 4) in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision (as defined at Appendix 4).</p>
Carpenter Shop Yr 5 (Senior) (SJ19)	Level 4 – Industry Skilled Joinery and Building Trades
Carpenter Construction (RD66)	<p>Level 3 – Base Joinery and Building Trades</p> <p>OR</p> <p>Level 4 – Industry Skilled Joinery and Building Trades if as at the FFPPOOA 1 September 2023 Employee has more than one (1) year of Experience (as defined at Appendix 4) in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision (as defined at Appendix 4).</p>
Carpenter Construction Yr 5 (Senior) (SJ20)	Level 4 – Industry Skilled Joinery and Building Trades
Carpenter and Joiner (RD33)	<p>Level 3 – Base Joinery and Building Trades</p> <p>OR</p> <p>Level 4 – Industry Skilled Joinery and Building Trades if as at FFPPOOA 1 September 2023 Employee has more than one (1) year of Experience (as defined at Appendix 4) in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision (as defined at Appendix 4).</p>

Classification under the 2017 Agreement	Classification under this Agreement
Carp and Joiner Yr 5 (Senior) (SJ21)	Level 4 – Industry Skilled Joinery and Building Trades
Painter (PT11)	Level 3 – Base Joinery and Building Trades OR Level 4 – Industry Skilled Joinery and Building Trades if as at the FFPPOOA 1 September 2023 Employee has more than one (1) year of Experience (as defined at Appendix 4) in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision (as defined at Appendix 4).
Painter Yr 5 (Senior) (SJ22)	Level 4 – Industry Skilled Joinery and Building Trades
Joiner Assembler A (RD44)	Level 3 – Base Joinery and Building Trades OR Level 4 – Industry Skilled Joinery and Building Trades if as at the FFPPOOA 1 September 2023 Employee has more than one (1) year of Experience (as defined at Appendix 4) in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision (as defined at Appendix 4).
Joiner Assembler A Yr 5 (Senior) (SJ23)	Level 4 – Industry Skilled Joinery and Building Trades
ENGINE DRIVERS & FIREMEN INDUSTRY EMPLOYEES	
Boiler Atted – Fireman (WX11)	Level 2 – Senior Metal Trades Assistant
Boiler Atted – Fireman Yr 5 (Senior) (SJ24)	
Boiler Attd – 1st Class (WX21)	
Boiler Attd – 1st Class Yr 5 (Senior) (SJ25)	

Classification under the 2017 Agreement	Classification under this Agreement
Leading Blr Attd – CI 1 (WX31)	
Leading Blr Attd – CI 1 Yr 5 (Senior) (SJ26)	
Leading Blr Attd – CI 2 (WX41)	
Leading Blr Attd – CI 2 Yr 5 (Senior) (SJ27)	
Boiler Attd / Eng Driver (WX61)	
Boiler Attd / Eng Driver Yr 5 (Senior) (SJ28)	
Greaser/Oiler (WY61)	<p>Level 1 – Metal Trades Assistant</p> <p>OR</p> <p>Level 1.1 – Metal Trades Assistant if an Employee has three (3) or more years of Experience (as defined at Appendix 4) as at the FFPPOOA 1 September 2023.</p>
Greaser/Oiler Yr 5 (Senior) (SJ29)	
Greaser/Oiler - 1st CI (WY71)	
Greaser/Oiler - 1st CI Yr 5 (Senior) (SJ30)	
Trimmer (WY81)	
Trimmer Yr 5 (Senior) (SJ31)	
Fuelman (WY91)	
Fuelman Yr 5 (Senior) (SJ32)	
Engine Cleaner (WZ11)	
Engine Cleaner Yr 5 (Senior) (SJ33)	
Boiler Cleaner (WZ21)	
Boiler Cleaner Yr 5 (Senior) (SJ34)	
Boiler Attd/Eng Driv (jnr u/16 yr) (WZ81)	Metal Industry Junior under 16 yrs
Boiler Attd/Eng Driv (jnr 16 yr) (WZ91)	Metal Industry Junior 16 yrs
Boiler Attd/Eng Driv (jnr 17 yr) (XA11)	Metal Industry Junior 17 yrs
Boiler Attd/Eng Driv (jnr 18 yr) (XA21)	Metal Industry Junior 18 yrs
Boiler Attd/Eng Driv (jnr 19 yr) (XA31)	Metal Industry Junior 19 yrs

71.6 Upon translation to the new classification structure, Existing Employees will be regarded as satisfying the requirements of the new skill level to which they translate. Such translation does not authorise an Employee to perform work which requires certification, licence or registration unless that Employee holds such certification, licence or registration pursuant to the appropriate State legislation or regulation.

71.7 Employer & Employee Duties

- (a)** 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.
- (b)** A direction under subclause 71.7 shall primarily be to facilitate, to the maximum practical extent, the completion of whole jobs.
- (c)** 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.
- (d)** An instruction issued by an Employer under this clause 71.7 must not:
 - (i)** require additional formal technical training;
 - (ii)** be designed to promote de-skilling; or
 - (iii)** be inconsistent with the Employer's responsibility to provide a safe and healthy working environment.

71.8 Reclassification

- (a)** Where an Employee has:
 - (i)** a relevant qualification (or equivalent) recognised as a minimum training requirement for a classification with a higher rate of pay, and/or
 - (ii)** believes the work performed and required by their position is better described by another classification with a higher rate of pay,the Employee may seek reclassification.
- (b)** The Employee must notify the Employer in writing, addressing why they believe reclassification is required. The Employee's manager may also make the reclassification request.
- (c)** The Employer will provide a written response to the requested reclassification within four (4) weeks. Where the Employer, in accordance with the principles outlined at subclause 71.3(a), does not believe reclassification is required, the onus is on the Employer to provide the reasons for this, having regard to both the current and proposed classification.
- (d)** Where the Employer determines that reclassification is required, the reclassification, and any retrospective increases to classification and/or salary, will take effect from the earlier of:
 - (i)** where it can reasonably be determined, the date on which the Employee's work was better described by another classification; or

- (ii) the date the written reclassification request was submitted.
- (e) At any time, either the Employee or Employer may refer a request for reclassification, including a dispute about subclause 71.8(d)(i), to the dispute resolution procedure in clause 14 of this Agreement.
- (f) Reclassification will occur on the basis of the overall work performed and required by the Employee's position, subject to the classifications.

72. Workload Management

72.1 Staffing Levels

The parties recognise that adequate staffing levels promotes the maintenance of a working environment that is safe and free of risks to health, so far as is reasonably practicable.

72.2 Work-Related Fatigue

The '*WorkSafe Victoria - Work-related Fatigue: A Guide for Employers*' – is a suitable framework under which to consider work-related fatigue issues.

72.3 Assignment of Work

The Employer, when assigning work to an Employee, will consider matters including, but not limited to:

- (a) duties directly associated with the inherent requirements of the Employee's role,
- (b) duties not directly associated with the inherent requirements of the Employee's role,
- (c) consideration of workload where an Employee, in addition to their substantive duties, is assisting with local orientation and/or induction of new Employee(s) or Supplementary Labour.
- (d) consideration of workload where an absence has not been replaced on a shift,
- (e) the completion of mandatory training.

72.4 Raising Workload Management Concerns

- (a) Where an Employee believes that the Employer requires the Employee to perform work in a manner that is inconsistent with this clause 72, the Employee should raise the concerns with their immediate supervisor or line manager in the first instance and seek to resolve the issue.
- (b) If no resolution can be achieved, the Employee may utilise the Dispute Resolution Procedure set out in clause 14 of this Agreement.

PART 10 – WORKPLACE RIGHTS

73. Flexible Working Arrangements

- 73.1** The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.
- 73.2** A specified Employee is a:
- (a)** full-time or part-time Employee with at least 12 months continuous service; or
 - (b)** casual Employee (as defined by subclause 16.3) who have been employed on a regular and systematic basis, and who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months, and has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 73.3** The specified circumstances are if the Employee:
- (a)** is pregnant;
 - (b)** is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (c)** is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (d)** has a disability;
 - (e)** is 55 or older;
 - (f)** is experiencing family and domestic violence; or
 - (g)** provides care or support to a member of the Employee's Immediate Family, who requires care or support because the member is experiencing family and domestic violence.
- 73.4** A specified Employee may make a request to the Employer for a change in working arrangements relating to the circumstances at subclause 73.3.
- 73.5** A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child (which may, for example, include a reduction in existing part-time hours).
- 73.6** Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- 73.7** The request by the Employee must be in writing, set out the change sought and reasons for the change.
- 73.8** The Employer must give the Employee a written response to the request within 21 days.
- 73.9** The response must:
- (a)** state that the Employer grants the request;

- (b) if, following discussion between the Employer and Employee, the Employer and Employee agree to a change to the Employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- (c) state that the Employer refuses the request.

73.10 Where the Employer refuses the request, the written response must include:

- (a) details of the reasons for the refusal;
- (b) the Employer's particular business grounds for refusal and an explanation of how these grounds apply to the Employee's request;
- (c) either:
 - (i) set out the changes (other than the requested change) in the Employee's working arrangements that would accommodate, to any extent, the circumstances of the Employee and that the Employer would be willing to make; or
 - (ii) state that there are no such changes; and
- (d) set out the effect of subclause 73.13, including if a dispute is referred to the Commission.

73.11 The Employer may refuse the request only if:

- (a) the Employer has:
 - (i) discussed the request with the Employee; and
 - (ii) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances;
- (b) the Employer and the Employee have not reached such an agreement;
- (c) the Employer has had regard to the consequences of the refusal for the Employee; and
- (d) the refusal is on reasonable business grounds.

73.12 An Employee or Employer may choose to be represented at a meeting under subclause 73.11(a)(i) by a representative including a Union or employer organisation.

73.13 The dispute resolution procedure in the Agreement will apply to any grievance/dispute arising in relation to a request for flexible working arrangements.

73.14 Other entitlements relevant to family violence can be found at clause 54 (Family Violence Leave).

SIGNATORIES

Executed as an Agreement:

For the Victorian Hospitals Industrial Association (VHIA) on behalf of the Employers listed in **Appendix 1:**


.....
Stuart McCullough


.....
Witness Signature

Authority to sign:

Chief Executive Officer of VHIA, employer bargaining representative

Witness name: BREE MARINIER


Address:

88 Maribyrnong Street,
Footscray, VIC 3011

Date: 13/12/2023

For and on behalf of the **Australian Manufacturing Workers Union** as a representative of Employees covered by the Agreement:


.....
Luciano Malgeri


.....
Witness Signature

Authority to sign:

Assistant State Secretary of the Australian Manufacturing Workers Union, employee bargaining representative

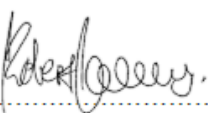
Witness name: Samantha Sullivan

Address:

Level 1, 251 Queensberry Street
Carlton South, VIC 3053

Date: December 13, 2023

For and on behalf of the **Construction Forestry Maritime Employees Union** as a representative of Employees covered by the Agreement:


.....
ROBERT GRAAUMANS


.....
Witness Signature

Authority to sign:

BRANCH PRESIDENT of the Construction Forestry Maritime Mining and Energy Union, employee bargaining representative

Witness name: JUDY ABAYASEKERA

Address:

540 Elizabeth St,
Melbourne, VIC 3000

Date: 11/12/2023

For and on behalf of the **Electrical Trades Union** as a representative of Employees covered by the Agreement:



.....
Troy Gray



.....
Witness Signature

Authority to sign:

State Secretary of the Electrical Trades Union, employee bargaining representative

Witness name: Chelsea Hill

Address:

Level 1, 200 Arden Street,
North Melbourne, VIC 3051

Date: 8 December 2023

For and on behalf of the **Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) - Plumbing Division**, as a representative of Employees covered by the Agreement:



.....
Earle Setches



.....
Witness Signature

Authority to sign:

Branch Secretary of the CEPU – Plumbing Division, employee bargaining representative

Witness name: Kristen Reid

Address:

52 Victoria Street,
Carlton South, VIC 3053

Date: 8 December 2023

APPENDIX 1 – LIST OF EMPLOYERS

1. Albury Wodonga Health
2. Alfred Health
3. Barwon Health
4. Bass Coast Health
5. Benalla Health
6. Bendigo Health
7. Central Gippsland Health Service
8. Central Highlands Rural Health
9. Dhelkaya Health
10. Eastern Health
11. Echuca Regional Health
12. Goulburn Valley Health
13. Grampians Health
14. Melbourne Health
15. Mildura Base Public 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 Hospital (Melbourne) Limited
24. Swan Hill District Health
25. West Gippsland Healthcare Group
26. West Wimmera Health Service
27. Western District Health Service
28. Western Health

APPENDIX 2 – WAGE RATES

SECTION A: PLUMBING INDUSTRY EMPLOYEE WAGE RATES

Classification	Level	Code	FFPPOOA 1 Sep 2023	FFPPOOA 1 Sep 2024	FFPPOOA 1 Sep 2025	FFPPOOA 1 Sep 2026
Plumbing Trades Assistant	1	OB1	\$1,297.87	\$1,336.81	\$1,376.91	\$1,418.22
	1.1	OB2	\$1,341.13	\$1,381.37	\$1,422.81	\$1,465.49
Base Plumbing Trades	3	OB3	\$1,442.08	\$1,485.34	\$1,529.90	\$1,575.80
Industry Skilled Plumbing Trades	4	OB4	\$1,514.18	\$1,559.61	\$1,606.40	\$1,654.59
Qualified Plumbing Trades	5	OB5	\$1,586.29	\$1,633.88	\$1,682.89	\$1,733.38
Registered Plumbing Trades	6	OB6	\$1,658.39	\$1,708.14	\$1,759.39	\$1,812.17
Industry Skilled Registered Plumbing Trades	7	OB7	\$1,730.49	\$1,782.41	\$1,835.88	\$1,890.96
Advanced Plumbing Trades	8	OB8	\$1,802.60	\$1,856.68	\$1,912.38	\$1,969.75
Special Class Plumbing Trades	9	OB9	\$1,874.70	\$1,930.94	\$1,988.87	\$2,048.54
Plumbing Technician	10	OB10	\$2,018.91	\$2,079.48	\$2,141.86	\$2,206.12
Apprentice - Has Not Finished Year 12						
Plumbing Industry Apprentice Stage 1	N/A	OB11	\$721.04	\$742.67	\$764.95	\$787.90
Plumbing Industry Apprentice Stage 2		OB12	\$865.25	\$891.20	\$917.94	\$945.48
Plumbing Industry Apprentice Stage 3		OB13	\$1,081.56	\$1,114.01	\$1,147.43	\$1,181.85

Classification	Level	Code	FFPPOOA 1 Sep 2023	FFPPOOA 1 Sep 2024	FFPPOOA 1 Sep 2025	FFPPOOA 1 Sep 2026
Plumbing Industry Apprentice Stage 4		OB14	\$1,269.03	\$1,307.10	\$1,346.31	\$1,386.70
Apprentice - Finished Year 12						
Plumbing Industry Apprentice Stage 1	N/A	OB15	\$793.14	\$816.94	\$841.45	\$866.69
Plumbing Industry Apprentice Stage 2		OB16	\$937.35	\$965.47	\$994.44	\$1,024.27
Plumbing Industry Apprentice Stage 3		OB17	\$1,081.56	\$1,114.01	\$1,147.43	\$1,181.85
Plumbing Industry Apprentice Stage 4		OB18	\$1,326.71	\$1,366.51	\$1,407.51	\$1,449.73
Adult Apprentice						
Plumbing Industry Apprentice Stage 1	N/A	OB19	\$1,153.66	\$1,188.27	\$1,223.92	\$1,260.64
Plumbing Industry Apprentice Stage 2		OB20	\$1,240.19	\$1,277.39	\$1,315.72	\$1,355.19
Plumbing Industry Apprentice Stage 3		OB21	\$1,269.03	\$1,307.10	\$1,346.31	\$1,386.70
Plumbing Industry Apprentice Stage 4		OB22	\$1,326.71	\$1,366.51	\$1,407.51	\$1,449.73
Unapprenticed Junior						
Plumbing Industry Junior under 16 yrs	N/A	OB23	\$477.62	\$491.95	\$506.70	\$521.90
Plumbing Industry Junior 16 yrs		OB24	\$613.89	\$632.31	\$651.28	\$670.82
Plumbing Industry Junior 17 yrs		OB25	\$750.17	\$772.67	\$795.85	\$819.73
Plumbing Industry Junior 18 yrs		OB26	\$886.45	\$913.04	\$940.43	\$968.64
Plumbing Industry Junior 19 yrs		OB27	\$1,070.74	\$1,102.87	\$1,135.95	\$1,170.03
Plumbing Industry Junior 20 yrs		OB28	\$1,268.02	\$1,306.06	\$1,345.24	\$1,385.60

SECTION B: METAL INDUSTRY EMPLOYEE WAGE RATES

Classification	Level	Code	FFPPOOA 1 Sep 2023	FFPPOOA 1 Sep 2024	FFPPOOA 1 Sep 2025	FFPPOOA 1 Sep 2026
Metal Trades Assistant	1	OB29	\$1,297.87	\$1,336.81	\$1,376.91	\$1,418.22
	1.1	OB30	\$1,341.13	\$1,381.37	\$1,422.81	\$1,465.49
Senior Metal Trades Assistant	2	OB31	\$1,369.98	\$1,411.07	\$1,453.41	\$1,497.01
Base Metal Trades	3	OB32	\$1,442.08	\$1,485.34	\$1,529.90	\$1,575.80
Industry Skilled Metal Trades	4	OB33	\$1,514.18	\$1,559.61	\$1,606.40	\$1,654.59
Advanced Mechanical Trades	5	OB34	\$1,586.29	\$1,633.88	\$1,682.89	\$1,733.38
Qualified Electrical Trades	5	OB35	\$1,586.29	\$1,633.88	\$1,682.89	\$1,733.38
Special Class Mechanical Trades	6	OB36	\$1,658.39	\$1,708.14	\$1,759.39	\$1,812.17
Licensed Electrical Trades	6	OB37	\$1,658.39	\$1,708.14	\$1,759.39	\$1,812.17
Industry Skilled Licensed Electrical Trades	7	OB38	\$1,730.49	\$1,782.41	\$1,835.88	\$1,890.96
Advanced Electrical Trades	8	OB39	\$1,802.60	\$1,856.68	\$1,912.38	\$1,969.75
Special Class Electrical Trades	9	OB40	\$1,874.70	\$1,930.94	\$1,988.87	\$2,048.54
Metal Technician	10	OB41	\$2,018.91	\$2,079.48	\$2,141.86	\$2,206.12
Apprentice - Has Not Finished Year 12						
Metal Industry Apprentice Stage 1	N/A	OB42	\$721.04	\$742.67	\$764.95	\$787.90
Metal Industry Apprentice Stage 2		OB43	\$865.25	\$891.20	\$917.94	\$945.48
Metal Industry Apprentice Stage 3		OB44	\$1,081.56	\$1,114.01	\$1,147.43	\$1,181.85

Classification	Level	Code	FFPPOOA 1 Sep 2023	FFPPOOA 1 Sep 2024	FFPPOOA 1 Sep 2025	FFPPOOA 1 Sep 2026
Metal Industry Apprentice Stage 4		OB45	\$1,269.03	\$1,307.10	\$1,346.31	\$1,386.70
Apprentice - Finished Year 12						
Metal Industry Apprentice Stage 1	N/A	OB46	\$793.14	\$816.94	\$841.45	\$866.69
Metal Industry Apprentice Stage 2		OB47	\$937.35	\$965.47	\$994.44	\$1,024.27
Metal Industry Apprentice Stage 3		OB48	\$1,081.56	\$1,114.01	\$1,147.43	\$1,181.85
Metal Industry Apprentice Stage 4		OB49	\$1,326.71	\$1,366.51	\$1,407.51	\$1,449.73
Adult Apprentice						
Metal Industry Apprentice Stage 1	N/A	OB50	\$1,153.66	\$1,188.27	\$1,223.92	\$1,260.64
Metal Industry Apprentice Stage 2		OB51	\$1,240.19	\$1,277.39	\$1,315.72	\$1,355.19
Metal Industry Apprentice Stage 3		OB52	\$1,269.03	\$1,307.10	\$1,346.31	\$1,386.70
Metal Industry Apprentice Stage 4		OB53	\$1,326.71	\$1,366.51	\$1,407.51	\$1,449.73
Unapprenticed Junior						
Metal Industry Junior under 16 yrs	N/A	OB54	\$477.62	\$491.95	\$506.70	\$521.90
Metal Industry Junior 16 yrs		OB55	\$613.89	\$632.31	\$651.28	\$670.82
Metal Industry Junior 17 yrs		OB56	\$750.17	\$772.67	\$795.85	\$819.73
Metal Industry Junior 18 yrs		OB57	\$886.45	\$913.04	\$940.43	\$968.64
Metal Industry Junior 19 yrs		OB58	\$1,070.74	\$1,102.87	\$1,135.95	\$1,170.03
Metal Industry Junior 20 yrs		OB59	\$1,268.02	\$1,306.06	\$1,345.24	\$1,385.60

SECTION C: JOINERY & BUILDING TRADE PRODUCTS INDUSTRY EMPLOYEE WAGE RATES

Classification	Level	Code	FFPPOOA 1 Sep 2023	FFPPOOA 1 Sep 2024	FFPPOOA 1 Sep 2025	FFPPOOA 1 Sep 2026
Joinery and Building Trades Assistant	1	OB60	\$1,297.87	\$1,336.81	\$1,376.91	\$1,418.22
	1.1	OB61	\$1,341.13	\$1,381.37	\$1,422.81	\$1,465.49
Base Joinery and Building Trades	3	OB62	\$1,442.08	\$1,485.34	\$1,529.90	\$1,575.80
Industry Skilled Joinery and Building Trades	4	OB63	\$1,514.18	\$1,559.61	\$1,606.40	\$1,654.59
Apprentice - Has Not Finished Year 12						
Joinery and Building Trades Industry Apprentice Stage 1	N/A	OB65	\$721.04	\$742.67	\$764.95	\$787.90
Joinery and Building Trades Industry Apprentice Stage 2		OB66	\$865.25	\$891.20	\$917.94	\$945.48
Joinery and Building Trades Industry Apprentice Stage 3		OB67	\$1,081.56	\$1,114.01	\$1,147.43	\$1,181.85
Joinery and Building Trades Industry Apprentice Stage 4		OB68	\$1,269.03	\$1,307.10	\$1,346.31	\$1,386.70
Apprentice - Finished Year 12						
Joinery and Building Trades Industry Apprentice Stage 1	N/A	OB69	\$793.14	\$816.94	\$841.45	\$866.69
Joinery and Building Trades Industry Apprentice Stage 2		OB70	\$937.35	\$965.47	\$994.44	\$1,024.27
Joinery and Building Trades Industry Apprentice Stage 3		OB71	\$1,081.56	\$1,114.01	\$1,147.43	\$1,181.85
Joinery and Building Trades Industry Apprentice Stage 4		OB72	\$1,326.71	\$1,366.51	\$1,407.51	\$1,449.73

Classification	Level	Code	FFPPOOA 1 Sep 2023	FFPPOOA 1 Sep 2024	FFPPOOA 1 Sep 2025	FFPPOOA 1 Sep 2026
Adult Apprentice						
Joinery and Building Trades Industry Apprentice Stage 1	N/A	OB73	\$1,153.66	\$1,188.27	\$1,223.92	\$1,260.64
Joinery and Building Trades Industry Apprentice Stage 2		OB74	\$1,240.19	\$1,277.39	\$1,315.72	\$1,355.19
Joinery and Building Trades Industry Apprentice Stage 3		OB75	\$1,269.03	\$1,307.10	\$1,346.31	\$1,386.70
Joinery and Building Trades Industry Apprentice Stage 4		OB76	\$1,326.71	\$1,366.51	\$1,407.51	\$1,449.73
Unapprenticed Junior						
Joinery and Building Trades Industry Junior under 16 yrs	N/A	OB77	\$477.62	\$491.95	\$506.70	\$521.90
Joinery and Building Trades Industry Junior 16 yrs		OB78	\$613.89	\$632.31	\$651.28	\$670.82
Joinery and Building Trades Industry Junior 17 yrs		OB79	\$750.17	\$772.67	\$795.85	\$819.73
Joinery and Building Trades Industry Junior 18 yrs		OB80	\$886.45	\$913.04	\$940.43	\$968.64
Joinery and Building Trades Industry Junior 19 yrs		OB81	\$1,070.74	\$1,102.87	\$1,135.95	\$1,170.03
Joinery and Building Trades Industry Junior 20 yrs		OB82	\$1,268.02	\$1,306.06	\$1,345.24	\$1,385.60

APPENDIX 3 – ALLOWANCES

Allowance	FFPPOOA 1 Sep 2023	FFPPOOA 1 Sep 2024	FFPPOOA 1 Sep 2025	FFPPOOA 1 Sep 2026
Leading Hand Allowance				
Plumbing Industry Employees				
Not more than one employee	\$24.60	\$25.33	\$26.09	\$26.88
2-5 employees	\$54.32	\$55.95	\$57.63	\$59.36
6-10 employees	\$69.69	\$71.78	\$73.93	\$76.15
>10 employees	\$92.24	\$95.00	\$97.85	\$100.79
Metal Industry Employees				
3-10 employees	\$44.85	\$46.19	\$47.58	\$49.00
11-20 employees	\$66.98	\$68.99	\$71.06	\$73.19
>20 employees	\$85.26	\$87.82	\$90.46	\$93.17
Joinery and Building Trades Products Industry Employees				
Not more than one employee	\$24.60	\$25.33	\$26.09	\$26.88
2-5 employees	\$53.98	\$55.60	\$57.27	\$58.99
6-10 employees	\$69.11	\$71.19	\$73.32	\$75.52
>10 employees	\$91.93	\$94.69	\$97.53	\$100.45
On-call Allowance				
Monday to Friday	\$30.90	\$31.83	\$32.78	\$33.77
Weekend	\$30.90	\$31.83	\$32.78	\$33.77
Meal Allowance				
Metal Industry Employees	\$17.31	\$17.83	\$18.37	\$18.92

APPENDIX 4 – CLASSIFICATION STRUCTURE

An Employer is not obliged to appoint to each Level.

However, where an Employee meets the requirements of the Level, the Employer will classify them at that Level (see subclause 71.3 (Classifying Employees) and 71.8 (Reclassification)).

This Appendix is arranged as follows:

General

Section A – Definitions

Section B – Classifications

Classification Descriptors

Section C – Plumbing Industry Employees Classification Descriptors

Section D – Metal Industry Employees Classification Descriptors

Section E – Joinery & Building Trades Products Industry Employees Classification Descriptors

SECTION A: DEFINITIONS

1. Definitions

In this **Appendix 4** only:

1.1 All Employees

- (a) **Experience** means experience in the relevant work obtained within the last five (5) years, excluding any unpaid leave.
- (b) **Joinery and Building Trades Award** means the *Joinery and Building Trades Award 2020*.
- (c) Perform work with **Limited Supervision** means an Employee who:
 - (i) receives limited instructions normally confined to a clear statement of objectives;
 - (ii) has their work usually measured in terms of the achievement of stated objectives; and
 - (iii) is fully competent and experienced in a technical sense and requires little guidance in the performance of their work.
- (d) **Manufacturing Award** means the *Manufacturing and Associated Industries and Occupations Award 2020*.
- (e) **Plumbing Award** means the *Plumbing and Fire Sprinklers Award 2020*.

1.2 Plumbing Industry Employees

- (a) **CPSISC** means Construction Property Services Industry Skills Council (or its successor). The CPSISC (or its successor) will be the recognised authority responsible for developing competency standards for consideration and endorsement by the National Quality Council (NQC) and the provision of advice and assistance to the State and Territory training authorities in respect of matters relating to training in the industry and callings covered by this Agreement and the Plumbing Award, including but not limited to:
 - (i) competency standards;
 - (ii) curriculum development;
 - (iii) training courses;
 - (iv) articulation and accreditation requirements, both on and off-the-job;
 - (v) on-the-job training; and
 - (vi) assessment and certification arrangements.
- (b) Where it appears in the classification descriptor of a Plumbing Industry Employee the phrase **or Equivalent** means:
 - (i) any training which a registered provider (e.g. TAFE) or a State training authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

- (ii) where competencies meet the requirements of the national competency standards developed by CPSISC for these levels.
- (c) **Fields of Work** means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well paid jobs. In respect of this Agreement the fields of work are sanitary plumbing/water supply/drainage, gasfitting, roofing and cladding, mechanical services (including airconditioning) and irrigation. The principal purpose of fields of work is to facilitate the development of training Modules.
- (d) **Module** means a module of training as defined within the relevant National Training Package. Training Packages are flexible national products developed by industry through the relevant National Skills Council to ensure quality training outcomes and meet current and emerging vocational skill needs. They form one of the foundation stones of the national training system. Designed to support a range of training pathways, including workplace and school-based, and to provide for a more flexible approach to training delivery, they also play a critical role in underpinning Australian Apprenticeships. All Training Packages incorporate national units of competency, assessment guidelines and national qualifications.

These components, endorsed by the NQC, form the basis for the assessment of competencies attained and the issuing of related national qualifications.

- (e) **Services Stream** includes all fields of work principally concerned with the installation, commissioning and maintenance of services, whether performed in relation to buildings, structures or engineering projects and irrespective of when that work is undertaken in the construction process.
- (f) **Services Stream (Plumbing and Mechanical Services)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this Agreement.
- (g) **Streams or Skill Streams** means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of a number of Fields of Work.
- (h) **Trade Certificate** means a trade certificate or its equivalent relevant to the plumbing and mechanical services industry. An employee who has a trade certificate or its equivalent which is relevant to the plumbing and mechanical services industry will be deemed to have a trade certificate for the purpose of Level 3 – Base Plumbing Trades.

1.3 Metal Industry Employees

- (a) **Electrical/electronic Stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems, equipment and controls, such as electrical wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, and communication and information processing.

- (b) **Mechanical Stream** which 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 and refrigeration, and the use of related computer controlled equipment, such as Computer Numeric Controlled machine tools.
- (c) **Fabrication Stream** which includes fabrication in all materials, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing and sheet metal work and the use of related computer controlled equipment.
- (d) **Or Equivalent** means:
 - (i) any training which a registered provider (e.g. TAFE), or State recognition authority recognises as equivalent to a qualification which the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, recognises for this level, which can include advanced standing through recognition of prior learning and/or overseas qualifications; or
 - (ii) where competencies meet the requirements set out in the metal and engineering competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.
- (e) **Work Within the Scope of This Level** means:
 - (i) for an employee who does not hold a qualification listed as a minimum training requirement, that the employee can apply skills within the enterprise selected in accordance with the National Metal and Engineering Competency Standards Implementation Guide, provided that the competencies selected are competency standards recognised as relevant and appropriate by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee, and endorsed by Australian Industry Skills Committee; or
 - (ii) where an employee has a qualification, Section D subclause 1.3 applies.

SECTION B: CLASSIFICATIONS

1. Levels

1.1 The classification descriptors for each trade group are contained in:

- (a) **Section C** – For Plumbing Industry Employees;
- (b) **Section D** – For Metal Industry Employees; and
- (c) **Section E** – For Joinery and Building Trades Products Industry Employees.

1.2 Employees are classified according to the below Levels:

Level	Classification	Classification Requirements
Level 1	Trades Assistant	All non-trade maintenance personnel who are not elsewhere classified.
Level 1.1		Employees at this level perform Maintenance Work which does not require trade level skills or they assist other trade maintenance personnel in the performance of Maintenance Work.
Level 2	Senior Trades Assistant	Level 1.1 increment payable after three (3) completed years of Experience at this level.
Level 3	Base Trades	In addition to meeting the requirement for classification at the trades assistant level, an Employee at this level performs duties as a Boiler Attendant.
Level 4	Industry Skilled Trades	An Employee at this level will hold a trade qualification or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level in the relevant Award (<i>Manufacturing Associated Industries and Occupations Award 2020, Joinery and Building Trades Award 2020, or Plumbing and Fire Sprinklers Award 2020</i>).
		This will include those engaged to perform work as carpenter/joiner, painter, or mechanical tradesperson (including but not restricted to welder, fitter, boilermaker)
		In addition to meeting the requirements for the base trade level an Employee at this level will have at least one (1) year of Experience in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision.

Level	Classification	Classification Requirements
Level 5 (M)	Advanced Mechanical Trades	In addition to meeting the requirements for the industry skilled trades level a mechanical trades person at this level (including but not limited to welder, fitter, boilermaker) who in addition to the base trades requirements has obtained additional post trade qualification or welding certificate equivalent as defined for the C9 level in the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> .
Level 5 (L)	Qualified Registered / Licenced Trades	An Employee at this level will be a qualified electrician or as plumber but has not provided the Employer with evidence of having obtained a current electrician licence or plumbing registration and is required to perform electrical or plumbing Maintenance Work.
Level 6 (L)	Registered / Licenced Trades	An Employee at this level will have provided the Employer with evidence of having obtained a current electrician licence or plumbing registration and is required to perform electrical or plumbing Maintenance Work.
Level 6 (M)	Special Class Mechanical Trades	A mechanical trades person at this level (including but not limited to welder, fitter, boilermaker) who in addition to the base trades requirements has obtained additional post trade qualification or equivalent as defined for the C8 level in the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> .
Level 7	Industry Skilled Registered / Licenced Trades	In addition to meeting the requirements for the licenced trades level an Employee at this level will have at least one (1) year of Experience in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision.
Level 8	Advanced Registered / Licenced Trades	An electrician or electrical tradesperson or plumber who in addition to the licenced trades requirements has obtained additional post trade or equivalent as defined for the C9 level in the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> OR for Plumbing and mechanical services

Level	Classification	Classification Requirements
		tradesperson Level 2 in the <i>Plumbing and Fire Sprinklers Award 2020</i> .
Level 9	Special Class Registered / Licenced Trades	An electrician or electrical tradesperson or plumber who in addition to the licenced trades requirements has obtained additional post trade qualifications or equivalent as defined for the C8 level in the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> OR for Plumbing and mechanical services tradesperson special class Level 1 in the <i>Plumbing and Fire Sprinklers Award 2020</i> .
Level 10	Technician	<p>An electrical or mechanical tradesperson who would meet the requirements to be classified at the C6 level in the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> OR a plumber who would meet the requirements to be classified as an Advanced Plumbing and mechanical services tradesperson Level 2 in the <i>Plumbing and Fire Sprinklers Award 2020</i> OR equivalent.</p> <p>Equivalence may be achieved by a tradesperson who has at least five (5) years post trade Experience in complex hospital maintenance tasks and who is responsible for the performance of or coordination of Maintenance Work that involves multiple trades disciplines.</p>

SECTION C: PLUMBING INDUSTRY EMPLOYEES CLASSIFICATION DESCRIPTORS

1. Level 1 – Plumbing Trades Assistant

- 1.1 All non-trade maintenance personnel who are not elsewhere classified.
- 1.2 Employees at this level perform Maintenance Work which does not require trade level skills, or they assist other trade maintenance personnel in the performance of Maintenance Work.
- 1.3 The Level 1.1 increment is payable after three (3) completed years of Experience at this level.

2. Level 3 – Base Plumbing Trades

- 2.1 An Employee at this level will hold a Trade Certificate or its equivalent in the Services Stream (Plumbing and Mechanical Services) and who is able to exercise the skill and knowledge of that trade.
- 2.2 The following indicative tasks which an employee at this level may perform are:
 - (a) exercises good interpersonal and communication skills;
 - (b) reads, interprets and applies information from plans;
 - (c) understands and applies quality control techniques;
 - (d) exercises discretion within the scope of this grade;
 - (e) performs work under general supervision either individually or in a team environment;
 - (f) able to perform tasks safely and be able to identify hazards within their sphere of work;
 - (g) assists with informal on-the-job guidance to a limited degree;
 - (h) performs non-trade tasks incidental to their work;
 - (i) has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the Services Stream and how they relate to the other areas of the Services Stream; and
 - (j) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

3. Level 4 – Industry Skilled Plumbing Trades

In addition to meeting the requirements for Level 3, an Employee at this level will have at least one (1) year of Experience in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only limited supervision.

4. Level 5 – Qualified Plumbing Trades

In addition to meeting the requirements for Level 3, An Employee at this level will be a plumber but has not provided the Employer with evidence of current plumbing registration and is required to perform plumbing Maintenance Work.

5. Level 6 – Registered Plumbing Trades

In addition to meeting the requirements for Level 3, An Employee at this level will be a plumber and has provided the Employer with evidence of current plumbing registration and is required to perform plumbing Maintenance Work.

6. Level 7 – Industry Skilled Registered Plumbing Trades

In addition to meeting the requirements for Level 6, an Employee at this level will have at least one (1) year of experience in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only limited supervision.

7. Level 8 – Advanced Registered Plumbing Trades

7.1 In addition to the Level 6 requirements, an Employee at this level has successfully completed three (3) appropriate Modules or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

7.2 An Employee at this level works above and beyond the requirements of a Level 3 and to the level of their training.

7.3 The following indicative tasks which an employee at this level may perform are:

- (a)** exercises the skills attained through completion of the training prescribed for this classification;
- (b)** works under general supervision either individually or in a team environment;
- (c)** understands and implements quality control techniques;
- (d)** provides trade guidance and assistance as part of a work team;
- (e)** exercises discretion within the scope of this grade;
- (f)** has knowledge of occupational, health and safety requirements subject to the level of their training; and
- (g)** reads, interprets and applies information from plans.

7.4 The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable them to perform the particular tasks:

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

8. Level 9 – Special Class Registered Plumbing Trades

- 8.1** In addition to the Level 6 requirements, an Employee at this level has successfully completed six (6) appropriate Modules or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- 8.2** An Employee at this level works above and beyond the requirements of a Level 8 and to the level of their training.
- 8.3** The following indicative tasks which an Employee at this level may perform are:
- (a)** exercises the skills attained through completion of the training prescribed for this classification;
 - (b)** understands and implements quality control techniques;
 - (c)** provides trade guidance and assistance as part of a team;
 - (d)** exercises discretion within the scope of this grade;
 - (e)** works under Limited Supervision either individually or in a team environment; and
 - (f)** reads, interprets and applies information from plans.
- 8.4** The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular indicative tasks:
- (a)** exercise precision trade skills using various materials and/or specialised techniques;
 - (b)** schedule and plan work activity;
 - (c)** write brief reports on work activity;
 - (d)** have knowledge of the Australian Standards applying to their sphere of work;
 - (e)** recognise hazards associated with tasks in their field of work; and
 - (f)** exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or gas consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

9. Level 10 – Plumbing Technician

- 9.1** In addition to the Level 3 requirements, an Employee at this level has:
- (a)** successfully completed 12 appropriate Modules;
 - (b)** equivalent accredited training, or Equivalent;

- (c) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or
 - (d) has at least five (5) years post trade Experience in complex hospital maintenance tasks and who is responsible for the performance of or coordination of Maintenance Work that involves multiple trades disciplines.
- 9.2** An Employee at this level works above and beyond the requirements of a Level 9 and to the level of their training.
- 9.3** The following indicative tasks which an Employee at this level may perform are:
- (a) undertakes quality control and work organisation at a level higher than for a Level 9;
 - (b) provides trade guidance and assistance as part of a work team;
 - (c) assists in the provision of training to employees in conjunction with supervisors/trainers;
 - (d) performs maintenance planning and predictive maintenance work within their field of work;
 - (e) prepares reports of a technical nature on specific tasks or assignments as directed; and
 - (f) exercises broad discretion within the scope of this level.
- 9.4** The following indicative tasks which an Employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the Employee to perform the particular indicative tasks:
- (a) use information from plans to identify, diagnose and solve problems related to work in a specific field;
 - (b) be able to identify any deviations from plans and sketches;
 - (c) schedule and plan work for a team and provide brief reports on the progress and quality of the work;
 - (d) exercise skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and airconditioning, irrigation, roofing, gas fitting or consumer piping systems and fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems; and
 - (e) exercise diagnostic skills in respect of various systems in plumbing and mechanical services.

SECTION D: METAL INDUSTRY EMPLOYEES CLASSIFICATION DESCRIPTORS

1. General

- 1.1** Procedures for classifying Employees under this **Appendix 4 Section C** are set out in the National Metal and Engineering Competency Standards Implementation Guide (**the Guide**) distributed by the relevant industry committee, which is currently the Manufacturing and Engineering Industry Reference Committee.
- 1.2** The classification of an Employee is to be determined by application of the competency standards and the Guide or by reference to the minimum training requirement in the relevant classification descriptor.
- 1.3** Where the Employee has a relevant qualification recognised as a minimum training requirement for the level at which the Employee seeks to be classified and the Employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work, the Employee must be classified appropriately. It is up to the Employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an Employee’s work.
- 1.4 Points to be assigned to classification levels**

Where a classification is being determined by reference to competency standards and the Guide, the points to be assigned to the classification levels are as contained in the following table:

Classification level	Recommended points
Level 3	Certificate III (Trades)
Level 5 (M) Level 8	12 additional points above Level 3
Level 6 (M) Level 9	24 additional points above Level 3
Level 10	48 additional points above Level 3

2. Level 1 – Metal Trades Assistant

- 2.1** All non-trade maintenance personnel who are not elsewhere classified.
- 2.2** Employees at this level perform Maintenance Work which does not require trade level skills, or they assist other trade maintenance personnel in the performance of Maintenance Work.
- 2.3** The Level 1.1 increment is payable after three (3) completed years of Experience at this level.

3. Level 2 – Senior Metal Trades Assistant

In addition to meeting the Level 1 requirements, an Employee at this level performs duties as a Boiler Attendant.

4. Level 3 – Base Metal Trades

4.1 Minimum Training Requirement

- (a) Recognised Trade Certificate, or
- (b) Certificate III in Engineering—Mechanical Trade, or
- (c) Certificate III in Engineering—Fabrication Trade, or
- (d) Certificate III in Engineering—Electrical/Electronic Trade, or
- (e) Equivalent.

4.2 An Employee at this level will hold a Trade Certificate or tradespersons rights certificate or equivalent as an:

- (a) Engineering Tradesperson (Electrical/Electronic) – Level I;
- (b) Engineering Tradesperson (Mechanical) - Level I;
- (c) Engineering Tradesperson (Fabrication) - Level I;
- (d) or equivalent;

and is able to exercise the skills and knowledge of the engineering trade so as to enable the Employee to perform work within the scope of this level.

4.3 An Employee at this level to the level of their skills, competence and training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communications skills;
- (c) exercises good keyboard skills;
- (d) exercises discretion within the scope of this classification level;
- (e) performs work under limited supervision either individually or in a team environment;
- (f) operates lifting equipment incidental to their work;
- (g) performs non-trade tasks incidental to their work;
- (h) performs work which while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;
- (i) inspects products and/or materials for conformity with established operational standards.

5. Level 4 – Industry Skilled Metal Trades

In addition to meeting the requirements for Level 3, an Employee at this level will have at least one (1) year of Experience in hospital Maintenance Work and have demonstrated

the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision.

6. Level 5(M) – Advanced Mechanical Trades

6.1 Minimum Training Requirement

20% towards a Diploma of Engineering, or equivalent.

6.2 An Employee at this level is an Engineering Tradesperson (Mechanical) – Level II or Engineering Tradesperson (Fabrication) Level II (including but not limited to welder, fitter, boilermaker).

6.3 An Employee at this level works above and beyond the requirements of a Level 3 and to the level of their skills, competence and training performs work within the scope of this level:

- (a)** exercises discretion within the scope of this classification;
- (b)** works under limited supervision either individually or in a team environment;
- (c)** understands and implements quality control techniques;
- (d)** provides trade guidance and assistance as part of a work team;
- (e)** operates lifting equipment incidental to their work;
- (f)** performs non-trade tasks incidental to their work.

7. Level 5 – Qualified Electrical Trades

In addition to meeting the requirements for Level 3, An Employee at this level will be an electrician but has not provided the Employer with evidence of having obtained a current electrician licence (A-Grade) and is required to perform electrical Maintenance Work.

8. Level 6(M) – Special Class Mechanical Trades

8.1 Minimum Training Requirement

40% towards a Diploma of Engineering, or equivalent.

8.2 An Employee at this level is a Special Class Engineering Tradesperson (Mechanical) - Level I Special Class Engineering Tradesperson (Fabrication) – Level I (including but not limited to welder, fitter, boilermaker).

8.3 An Employee at this level works above and beyond the requirements of a Level 5(M) and to the level of their skills, competence and training performs work within the scope of this level:

- (a)** provides trade guidance and assistance as part of a work team;
- (b)** assists in the provision of training in conjunction with supervisors and trainers;
- (c)** understands and implements quality control techniques;
- (d)** works under Limited Supervision either individually or in a team environment;
- (e)** operates lifting equipment incidental to their work;

- (f) performs non-trade tasks incidental to their work.

9. Level 6 – Licenced Electrical Trades

In addition to meeting the requirements for Level 3, An Employee at this level will be an electrician and has provided the Employer with evidence of having obtained a current electrician licence (A-Grade) and is required to perform electrical Maintenance Work.

10. Level 7 – Industry Skilled Licenced Electrical Trades

In addition to meeting the requirements for Level 6, an Employee at this level will have at least one (1) year of Experience in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision.

11. Level 8 – Advanced Licenced Electrical Trades

11.1 Minimum Training Requirement

20% towards a Diploma of Engineering, or equivalent.

11.2 In addition to meeting the requirements for Level 6, an Employee at this level is an Engineering Tradesperson (Electrical/Electronic) – Level II (including but not limited to an electrician).

11.3 An Employee at this level works above and beyond the requirements of a Level 6 and to the level of their skills, competence and training performs work within the scope of this level:

- (a) exercises discretion within the scope of this classification;
- (b) works under limited supervision either individually or in a team environment;
- (c) understands and implements quality control techniques;
- (d) provides trade guidance and assistance as part of a work team;
- (e) operates lifting equipment incidental to their work;
- (f) performs non-trade tasks incidental to their work.

12. Level 9 – Special Class Licenced Electrical Trades

12.1 Minimum Training Requirement

40% towards a Diploma of Engineering, or equivalent.

12.2 In addition to meeting the requirements for Level 6, an Employee at this level is a Special Class Engineering Tradesperson (Electrical/Electronic)—Level I (including but not limited to an electrician).

12.3 An Employee at this level works above and beyond the requirements of a Level 8 and to the level of their skills, competence and training performs work within the scope of this level:

- (a) provides trade guidance and assistance as part of a work team;
- (b) assists in the provision of training in conjunction with supervisors and trainers;

- (c) understands and implements quality control techniques;
- (d) works under limited supervision either individually or in a team environment;
- (e) operates lifting equipment incidental to their work;
- (f) performs non-trade tasks incidental to their work.

13. Level 10 – Metal Technician

13.1 Minimum Training Requirement

80% towards a Diploma of Engineering - Advanced Trade, or equivalent.

13.2 Equivalency to this level can be achieved where an Employee has at least five (5) years post trade Experience in complex hospital maintenance tasks and who is responsible for the performance of or coordination of Maintenance Work that involves multiple trades disciplines.

13.3 An Employee at this level works above and beyond a Level 6(M) or Level 9 and to the level of their skills, competence and training performs work within the scope of this level:

- (a) undertakes quality control and work organisation at a level higher than for the Level 6(M) or Level 9;
- (b) provides trade guidance and assistance as part of a work team;
- (c) assists in the provision of training to employees in conjunction with supervisors/trainers;
- (d) works under limited supervision either individually or in a team environment;
- (e) prepares reports of a technical nature on specific tasks or assignments;
- (f) exercises broad discretion within the scope of this level;
- (g) operates lifting equipment incidental to their work;
- (h) performs non-trade tasks incidental to their work.

SECTION E: JOINERY & BUILDING TRADES PRODUCTS INDUSTRY EMPLOYEES CLASSIFICATION DESCRIPTORS

1. Level 1 – Joinery and Building Trades Assistant

- 1.1 All non-trade maintenance personnel who are not elsewhere classified.
- 1.2 Employees at this level perform Maintenance Work which does not require trade level skills, or they assist other trade maintenance personnel in the performance of Maintenance Work.
- 1.3 The Level 1.1 increment is payable after three (3) completed years of Experience at this level.

2. Level 3 – Base Joinery and Building Trades

- 2.1 An Employee at this level will hold a trade certificate, Tradesperson's Rights Certificate, or have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the Employee will be required to satisfactorily complete a competency assessment to enable the Employee to perform work within the scope of this level.
- 2.2 An Employee at this level to the level of their skill and training:
 - (a) understands and applies quality control techniques;
 - (b) inspects products and/or materials for conformity with established operational standards;
 - (c) exercises good interpersonal communication skills;
 - (d) exercises discretion and utilises basic fault finding skills in the course of their work;
 - (e) works in a safe manner so as not to injure themselves or other employees;
 - (f) performs work under limited supervision either individually or in a team environment;
 - (g) conducts training in conjunction with a skilled trainer as required;
 - (h) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- 2.3 Indicative of the tasks which an Employee at this level may perform are the following:
 - (a) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (b) selection of materials and operation of machinery and/or equipment to produce articles in accordance with trade standards;
 - (c) identification and initiation of relevant action to obtain materials, tools and machinery requirements for a particular job;
 - (d) maintenance and use of hand held pneumatic, power and personal tools;

- (e) understanding and undertaking of basic quality control/assurance procedures on the work of employees in lower classifications;
- (f) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- (g) keyboard skills at a level higher than Level 1;
- (h) operation of all lifting equipment incidental to their work;
- (i) performance of non-trade tasks incidental to their work;
- (j) performance of work which, while primarily involving the skills of an employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task and which does not require additional formal technical training;
- (k) approval and passing of first-off samples and maintenance of quality of product;
- (l) operation, setting up and adjustment of all production machinery in a plant to the extent of their training;
- (m) performance of a range of maintenance functions;
- (n) understanding and application of computer techniques as they relate to production process operations;
- (o) high level stores and inventory responsibility beyond the requirements of an employee at Level 1;
- (p) other tasks as directed in accordance with their level of skill and training.

2.4 This level includes the following occupations:

- (a) Carpenter and/or joiner;
- (b) Stonemason;
- (c) Prefab tradesperson;
- (d) Painter;
- (e) Plasterer;
- (f) Glazier;
- (g) Glass cutter;
- (h) Automatic bevelling/polishing machine setter operator; and
- (i) Automatic edge grinding/polishing machine setter operator.

3. Level 4 – Industry Skilled Joinery and Building Trades

In addition to meeting the requirements for Level 3, an Employee at this level will have at least one (1) year of Experience in hospital Maintenance Work and have demonstrated the capacity to perform Maintenance Work on hospital equipment and facilities with only Limited Supervision.

APPENDIX 5 – SCHOOL-BASED APPRENTICES

1. Additional Provisions

- 1.1 This Appendix 5 applies to school-based apprentices.
- 1.2 The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 1.3 For the purposes of subclause 1.2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- 1.4 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 1.5 For the purposes of this Appendix 5, 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.
- 1.6 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six (6) years.
- 1.7 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two (2) years of employment as an apprentice.
- 1.8 The apprentice wage scales are based on a standard full-time apprenticeship of four (4) 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.
- 1.9 If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- 1.10 School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

APPENDIX 6 – SUPPORTED WAGE SYSTEM

1. Supported Wage System

1.1 This Appendix 6 applies to Employees 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 Appendix 6, the following definitions will apply:

- (a) **Supported Wage System (SWS)** 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 Handbook.
- (b) **Approved Assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- (c) **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* (Cth), as amended from time to time or any successor to that scheme.
- (d) **Assessment Instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- (e) **Relevant Minimum Rates** means the minimum rates prescribed in this Agreement for the class of work for which an Employee is engaged.
- (f) **SWS Wage Assessment Agreement** means the document in the form required by the Department of Social Services that records the Employee's productive capacity and agreed wage rate.

1.2 Eligibility Criteria

- (a) Employees covered by this **Appendix 6** 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.
- (b) This **Appendix 6** 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.

1.3 Supported Wage Rates

- (a) Employees to whom this **Appendix 6** applies will be paid the applicable percentage of the Relevant Minimum Rates according to the following table:

Assessed capacity	Prescribed rate
10%	10%
20%	20%

30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Provided that the minimum amount payable shall be not less than \$102 per week.
- (c) Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

1.4 Assessment of Capacity

- (a) For the purpose of establishing the percentage of the Relevant Minimum Rates, the productive capacity of the Employee will be assessed in accordance with the SWS by an Approved Assessor, having consulted the Employer and Employee, and if the Employee so desires, a Union.
- (b) All assessments made under this clause must be documented in an SWS Wage Assessment Agreement and retained by the Employer as a time and wages record in accordance with the Act.

1.5 Lodgement of SWS Wage Assessment Agreement

- (a) All SWS Wage Assessment Agreements under the conditions of this **Appendix 6**, including the appropriate percentage of the Relevant Minimum Rates to be paid to the Employee, must be lodged by the Employer with the FWC.
- (b) All SWS Wage Assessment Agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a Union is not a party to the assessment, the assessment will be referred by FWC to the Union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

1.6 Review of Assessment

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

1.7 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the Relevant Minimum Rates 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 on a pro-rata basis.

1.8 Workplace Adjustment

An Employer wishing to employ a person under the provisions of this **Appendix 6** must take reasonable steps to make changes in the workplace to enhance the

Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

1.9 Trial Period

- (a)** 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 **Appendix 6** for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- (b)** During that trial period the assessment of capacity will be undertaken and the percentage of the Relevant Minimum Rates for a continuing employment relationship will be determined.
- (c)** The minimum amount payable to the Employee during the trial period shall be no less than \$102 per week.
- (d)** Work trials should include induction or training as appropriate to the job being trialled.
- (e)** 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 subclause 1.4 above.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.